

TENDER NUMBER: 2023/11/002

**THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT
WORKS AND PUMP STATION (CONTRACTOR)**

CIDB REQUIREMENT: 6ME

NAME & ADDRESS OF BIDDER	
Postal Code	
Tel	
Fax	
Mobile	
CSD Number	MAAA
Completion Period	
Tender Amount	R

TENDER NUMBER: 2023/11/002

**THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT
WORKS AND PUMP STATION (CONTRACTOR)**

MASILONYANA LOCAL MUNICIPALITY

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PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE & INVITATION TO TENDER

MBD 1: TENDER ADVERTISEMENT

BID INVITATION: THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

Masilonyana Local Municipality hereby invites bids from prospective Contractors to submit bid responses for the above-mentioned contract. The Masilonyana Local Municipality hereby invites tenders from Contractors with a **CIDB Grading of 6ME** selected in terms of the Panel of Contractors for the re-construction of Water and Sanitation Infrastructure Projects as publically advertised by the Municipality, on a closed tendering process for this bid.

BID NUMBER: 2023/11/002

Bid Documentations will be available at Theunissen Municipal Offices in Finance at a non- refundable amaount of R 583.56 or Bidders can download the documents on www.etenders.gov.za at no extra cost.

E-Tender Portal (Treasury Website)

Technical Enquiries

Mr. P. Tshabalala Technical Department
Tel: 064 501 2707
Fax: N/A
Email: tshabap@gmail.com

SCM Enquiries: Ms. K. Kotsamere

Finance Department
Tel: 073 399 5507
Email: kea@masilonyana.co.za

Compulsory Briefing Session:
Date: 30th November 2023
Time: 12:00 (Mid Day)
Venue: Theunissen Town Hall

Instruction with the depositing of tenders:

Address tenders to:
Mr. M.J Matlole
Municipal Manager

Masilonyana Local Municipality
Theunissen
9410

Closing date: 19 December 2023
Time: 12:00 (Mid Day)
Venue: Theunissen Town Hall

Tender Box: Masilonyana Local Municipality
Theunissen Main Building
**47 Le Roux Street, Theunissen,
9410**

SPECIAL CONDITIONS OF A TENDER

- The tender will be evaluated using 80/20 preference points system.
- This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2022.
- Must be registered on Central Supplier Database Web (CSD Treasury).
- Tender will be evaluated using two-stage bidding process, functionality and price, preference points system
- Tenders must be enclosed in a sealed envelope clearly stating the tender number.
- All bid amounts must be VAT inclusive, except in the case of non-VAT vendors.
- The general conditions of contract will be applicable to this tender,
- Bids not signed by the bidder will be rejected.
- No rectification/correction fluid may be used on the document.
- Bids received after closing **TIME** and/ or **DATE** will **NOT** be considered;
- Masilonyana Local Municipality reserves the right not to make any appointment.
- Tenders must be delivered personally and be placed in the Masilonyana Local Municipality's tender box. No emailed or faxed tenders will be accepted.
- No bids will be considered from persons in the service of the state.
- Please note that should you not receive any correspondence from the Municipality regarding your bid within three months after the closing date of this advertisement, you should regard your bid unsuccessful.

THE FOLLOWING DOCUMENTS SHOULD BE SUBMITTED AS PART OF RETURNABLES

- Certified copy of Company registration certificate (CK), not older than 3 months
- Tax compliance status pin
- Certified copy of Identity documents of directors/owners/members/shareholders, not older than 3 months
- CIDB Grading and Certification for **6ME**
- Supply municipal services (water, sanitation, rates and electricity) clearance certificate or Lease Agreement with a current Bill and rates clearances, or Current Bill of Account not owing more than 90 days. In a case where the services are paid by the Landlord, the signed lease agreement and statement of account must be submitted by the bidder. In an event, that the Bidder utilizes prepaid services (e.g. Water or electricity) a valid municipal clearance certificate(s) must still be provided
- Joint Venture agreement in the case of joint venture.
- In case of Joint Venture (a valid joint venture agreement and a joint BBBEE certificate).
- Valid BBBEE
- Central Supplier Database (CSD) Registration Summary Report from Treasury.
- Three year audited financial statements (20/21, 21/22, 22/23)
- Any other requirement listed in the Tender Data.

Tender Validity Period: 90 days (three months) commencing from the closing date of tender.

Tender Adjudication/Evaluation Criteria: The tender shall be evaluated on the 80/20 Preference Point System in accordance with the Preferential Procurement Regulations 2017, issued in terms of section 5 of the Preferential Procurement Policy Framework Act, Act No. 5 of 2000.

The Masilonyana Municipality does not bind itself to accept the lowest or any other tender and reserves the right to accept the whole or any part of a tender. Each tenderer will be informed of the tender result. The invitation and award of this tender is subject to the provisions of the Masilonyana Local Municipality Supply Chain Management Policy

Duly Signed

Mr. J.J Matlole
Municipal Manager

16 November 2023

Date:

T1.2 TENDER DATA

MASILONYANA LOCAL MUNICIPALITY

BID NUMBER: 2023/11/002

THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

T1.2 TENDER DATA

Tender data is covered in two sections. T1.2.1 refers to the Standard Conditions of Tender while T1.2.2 sets out Additional Conditions of Tender

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of Board Notice 136, Government Gazette No 38960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za). These are reproduced without amendment or alteration for the convenience of tenderers below.

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The following variations, amendments and additions to the Standard Conditions of Tender are:

Clause Number	Tender Data
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F.1	General
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F.1.1	The employer is Masilonyana Local Municipality
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F.1.2	Tender Documents
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The tender documents issued by the employer comprise:

VOLUME 1: The General Conditions of Contract for Construction Work (Third Edition) 2015 as published by the South African Institution of Civil Engineering. This publication is available and tenderers must obtain copies at their own cost from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel (011) 805 5947, Fax: (011) 805 5971, email: civilinfo@saice.org.za.

VOLUME 2: Standard specifications, SANS 1200 Volumes 1 and 2 may also be inspected, by appointment, at the offices of the Client during normal office hours.

The tender documents issued by the Employer comprise:

VOLUME 3: The Tender Document (this document), in which is bound:

Tender

Part T1: Tendering Procedures

T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data

Part T2: Returnable Schedules

T2.1	List of Returnable Documents
T2.2	Returnable Schedules

The Contract

Part C1: Agreements and Contract Data

C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee
C1.4	Occupational Health and Safety Agreement

Part C2: Pricing data

C2.1	Pricing Instructions
C2.2	Bill of Quantities

Part C3: Scope of work

- C3.1 Description of the Works
- C3.2 Engineering,
- C3.3 Procurement
- C3.4 Management
- C3.5 Health and Safety Specifications
- C3.6 Construction
- C3.7 General Civil Works Specifications
- C3.8 Particular Specifications

Volume 3 is deemed the “Returnable Documents” which must be returned to the Employer in terms of submitting a tender offer.

F.1.2.1

Tender and / or Document Deposit

Bid Documentations will be available at Theunissen Municipal Offices in Finance at a non-refundable amount of R 583.56 or Bidders can download the documents on www.etenders.gov.za at no extra cost.

F.1.2.2

Communication and Employer’s Agent

Attention is drawn to the fact that verbal information, given by the Employer’s Agent during site visits/clarification meetings or at any other time prior to the award of the Contract, will not be regarded as binding on the Employer. Only information issued formally by the Employer in writing to tenderers will be regarded as amending the Tender Documents.

F.2

Tenderer’s obligations

A Tenderer will not be eligible to submit a tender if:

- a) The Contractor submitting the tender is under restrictions or has principals who are under the restriction to participate in the Employer’s procurement due to corrupt or fraudulent practices;
- b) The Tenderer does not have the legal capacity to enter into the contract;
- c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- d) The Tenderer does not comply with the legal requirements stated in the Employer’s procurement policy;
- e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract;
- f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

F2.1.1

Only those tenderers who are registered with the CIDB and/or are capable of being so prior to the evaluation of submissions, in a Contractor grading designation equal

to or more than a Contractor grading designation determined in accordance with the estimated sum tendered for a 6ME or higher class of construction work are eligible to submit tenders.

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB; and
2. the lead partner has a Contractor grading designation in the 6ME or Higher class of construction work; and
3. the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the estimated sum tendered for a 6ME or Higher class of construction work.

F2.1.2 Only those tenderers who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for labor-intensive competencies for supervisory and management staff are eligible to submit tenders.

F.2.7 Clarification Meeting

The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity.

Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.

Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.

F.2.12 Alternative Tender Offers

If tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

Tenderers are required to indicate alternative tender offers in Schedule 8.

F.2.13 Submitting a Tender Offer

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as an original.
The tender shall be signed by a person duly authorized to do so. Tender submitted by joint ventures of two or more firms shall be accompanied by the document of formation of the joint venture, authenticated by a notary public or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the joint venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning.

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package is:

Location of tender Box: The Foyer at the Municipal Offices

Physical Address: 47 Le Roux Street, Masilonyana Local Municipality

Identification Details:

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F.2.13.6 A two-envelope procedure will not be followed.

F.2.15 Closing Time

The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.15.1 Late, telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.16 Tender Offer Validity

The tender offer validity period is 90 calendar days.

A tender may be rejected as non-responsive if the tenderer fails to provide any clarification requested by the employer, or confirmation of registration with CIDB within the time for submission stated in the employer's written request for such clarification or confirmation. A tender may be rejected if the unit rates or lump sums for some of the items in the bills/schedules of quantities are, in the opinion of the Employer, unreasonable or out of proportion, and the tenderer fails, within the time stated in writing by the Employer to justify any specific rates or lump sums (i.e. to provide a financial breakdown of how such rates or sums were obtained) or to adjust the unit rates or lump sums for such items while retaining the total of the prices unchanged.

F.2.18 Provide Other Material

The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the labour-intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.

F.2.19 Inspection, Tests and Analysis

Access shall be provided for tests and analysis.

F.2.23 Certificates

The tenderer is required to submit with his tender:

- 1) A Certificate of Contractor Registration issued by the Construction Industry Development Board (CIDB) satisfying grading designation requirements. In this case 6ME or Higher
- 2) Where the tendered amount inclusive of VAT exceeds R 10 million:
 - i) audited annual financial statement for 3 years, or for the period since establishment if established during the last 3 years, if required by law to prepare annual financial statements for auditing;
 - ii) a certificate certifying that the tenderer has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - iii) particulars of any contracts awarded to the tenderer by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - iv) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from

the municipality or municipal entity is expected to be transferred out of the Republic.

- 3) Proof of compliance with the relevant requirements of the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993).
- 4) A Valid Original Tax Clearance Certificate from the South African Revenue Services.
- 5) Submit a B-BBEE Verification Certificate from a Verification Agency accredited by South African National Accreditation System (SANAS).

Where a tenderer satisfies CIDB Contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

Respond to a request for clarification received up to seven working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.4 Opening of Tender Submissions

Tenders will be opened immediately after the closing time for tenders at the Municipal Offices, Masilonyana Local Municipality.

Tenders will be considered non-responsive if:

- The tender is not in compliance with the Scope of Work;
- The tenderer has not completed and/or signed the Offer portion of C1.1 Form of Offer and Acceptance.
- The tenderer does not comply with the Contractor's CIDB grading designation specified in F2.1.1 at the tender closure date.
- The tenderer has failed to clarify or submit any supporting documentation within the time for submission stated in the employer's written request.

F.3.11 Evaluation of Tender Offers

F.3.11.1 General

The procedure for the evaluation of responsive tenders is **Method 4**.

F.3.11.1 Scoring Financial Offers

Add the following:

The financial offer will be scored using **Formula 2 (Option 1)** where the value of W1 is 80 points when the financial value inclusive of VAT of all responsive tenders received have a value equal to or less than R 50,000,000 (Refer to Table F.1 of Standard Conditions of Tender).

F.3.11.8 Scoring Preferences

Add the following new sub clause:

Points will be awarded to tenders who complete, as relevant, and include in their tender submission, the duly completed Preferencing

Schedules/Forms which are included in T2.2 Returnable Schedules of the tender document.

F3.13.1 Acceptance of Tender Offers

Add the following:

Tender offers will only be accepted if:

- a) the tenderer's tax matters have been declared by the South African Revenue Service to be in order and the tenderer has in his or her possession an original valid Tax Clearance Certificate issued by the South African Revenue Services;
- b) the tenderer is registered with the Construction Industry Development Board in an appropriate Contractor grading designation;
- c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- d) the tenderer has not:
 - i) abused the Employer's Supply Chain Management System; or
 - ii) failed to perform on any previous contract and has been given a written notice to this effect; and
 - iii) failed to perform on any previous contract and has been given a written notice to this effect;
- e) has completed all the Returnable Schedules and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.

F.3.18 Provide Copies of the Contents

The number of paper copies of the signed contract to be provided by the employer is one.

T1.3 ADDITIONAL CONDITIONS OF TENDER

The additional conditions of tender are:

T1.3.1 Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.

In this regard the Tenderer shall submit with the tender, appended to Schedule 11: Health and Safety Plan in T2.2 Returnable Schedules, a detailed Health and Safety Plan in respect of the Works in order to demonstrate the necessary competencies and resources to perform the

construction work all in accordance with the Act and Regulations. Such Health and Safety Plan shall cover *inter-alia* the following details:

- 1) Management Structure, Site Supervision and Responsible Persons including a succession plan.
- 2) Contractor's induction training programme for employees, sub- Contractors and visitors to the Site.
- 3) Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- 4) Regular monitoring procedures to be performed.
- 5) Regular liaison, consultation and review meetings with all parties.
- 6) Site security, welfare facilities and first aid.
- 7) Site rules and fire and emergency procedures.

Tenderers are to note that the Contractor is required to ensure that all sub-Contractors or others engaged in the performance of the contract also comply with the above requirements.

The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

The Contractor is required to submit to the Employer the Occupational Health and Safety Agreement (included in C1.4 of the Contract Document) and a letter of good standing from the Compensation Commissioner, or a licensed compensation insurer, within 14 days after the Commencement Date of the contract.

T1.3.2

Eligibility with Respect to Expanded Public Works Programme

This Contract does qualify for consideration as an Expanded Public Works Programme project.

T1.3.3

Claims Arising after Submission of Tender

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer/Employer's Agent after the submission of any tender and the Tenderer shall be deemed to have:

- 1) inspected the Contract Drawings and read and fully understood the Conditions of Contract.
- 2) read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract.
- 3) visited the site of the proposed works, carefully examined existing conditions, the means of access to the site, the conditions under which the work is to be done, and acquainted himself with any limitations or restrictions that may be imposed by the Municipal or other Authorities in regard to access and transport of materials and plant to and from

the site and made the necessary provisions for any additional costs involved thereby.

- 4) requested the Employer or his duly authorized agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.

Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the tenderer must apply to the Employer/Employer's Agent at once to have the same rectified, as no liability will be admitted by the Employer/Employer's Agent in respect of errors in any tender due to the foregoing.

T1.3.4

Imbalance in Tendered Rates

In the event of tendered rates or lump sums being declared by the Employer to be unacceptable to it because they are either excessively low or high or not in proper balance with other rates or lump sums, the Tenderer may be required to produce evidence and advance arguments in support of the tendered rates or lump sums objected to. If, after submission of such evidence and any further evidence requested, the Employer is still not satisfied with the tendered rates or lump sums objected to, it may request the tenderer to amend these rates and lump sums along the lines indicated by it.

The Tenderer will then have the option to alter and/or amend the rates and lump sums objected to and such other related amounts as are agreed on by the Employer, but this shall be done without altering the Contract Price.

Should the Tenderer fail to amend the Tender in a manner acceptable to the Employer, the Employer may reject the Tender.

T1.3.5

Community Liaison Officer

A Community Liaison Office (CLO) will be engaged on the contract by the Contractor. The CLO will be provided by the Project Steering Committee (PSC).

T1.3.6 Invalid Tenders

Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

- a) if the tender offer is not submitted on the Form of Offer and Acceptance bound into this tender document (form C1.1 Form of Offer and Acceptance);
- b) if the tender is not completed in non-erasable ink;
- c) if the offer has not been signed;
- d) if the offer is signed, but the name of the tenderer is not stated or is indecipherable.

T1.3.7 Negotiations with Preferred Tenderers

The Employer may negotiate the final terms of a contract with tenderers identified through a competitive tendering process as preferred tenderers provided that such negotiation:

- a) does not allow any preferred tenderer a second or unfair opportunity;
- b) is not to the detriment of any other tenderer; and
- c) does not lead to a higher price than the tender as submitted.

Minutes of any such negotiations shall be kept for record purposes.

T1.3.8 General Supply Chain Management Conditions Applicable To Tenders

Masilonyana Local Municipality's Supply Chain Management Policy is available to be viewed at the Clients Office from Monday to Friday 8:30 to 15:00

T1.3.9 UIF Payments

The Tenderer shall submit to Council a letter from the Industrial Council indicating his good standing with regard to UIF payments upon being requested to do so.

T1.3.10 Price Variations

Refer to Clause 6.8.2 and Clause 6.8.3 of Contract Data to ascertain whether Contract Price adjustment will apply to this contract.

**ANNEX F: STANDARD CONDITIONS OF TENDER
(AS CONTAINED IN ANNEXURE F OF THE CIDB STANDARD FOR UNIFORMITY IN
CONSTRUCTION PROCUREMENT)**

F.1 GENERAL

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) Conflict of interest means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.
- b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) Fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) organization means a company, firm, enterprise, association or legal entity, whether incorporated or not, or a public body
- f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based

on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any

documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.1 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to clarification

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to pre-qualify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not pre-qualified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer

is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) Is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) Affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) The gross misplacement of the decimal point in any unit rate;
- b) Omissions made in completing the pricing schedule or bills of quantities; or
- c) Arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract,

unless there are compelling and justifiable reasons not to do so.

- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tenderevaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (h_v) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.

- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_O$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
 N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
 N_O is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant. to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Table F.1: Formulae for Calculating the Value of A

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = \frac{(1 + (P - P_m))}{P_m}$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = \frac{(1 - (P - P_m))}{P_m}$	$A = P_m / P$

where: P_m = the comparative offer of the most favorable tender offer. P
= the comparative offer of tender offer under consideration.

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data as per section T1.3.11 will be applied.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) Is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14. Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but

withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

T1.3.11. Functionality Evaluation

The value of W_2 is 100. The Functionality criteria (and sub criteria if applicable) and maximum score in respect of each of the criteria are as follows:

SCHEDULE FOR EVALUATING FUNCTIONALITY			
1. TENDERERS KEY STAFF EXPERIENCE			
<p>Key staff shall be evaluated according to their years of relevant experience in projects similar in nature to the scope of works, as well as their qualifications. Only degrees of an <u>NQF Level 5-7 or higher</u> (BEng / BSc Eng / BTech) within the Civil Engineering Environment from a registered University or Institute of Technology will be accepted. All copies of qualifications must be certified, and not older than three months at the time of tender closing. Certified copies older than three months at the time of tender <u>will not</u> be accepted.</p> <p>Years of relevant experience will be calculated from post qualification spent working in the relevant role on projects similar in nature to the scope of works.</p>			
Functionality Criteria: Key aspect of criterion	Sub-Criteria: Staff Experience & Qualification	Points Allocated (25 Max)	Verification Method
Senior Construction Manager: BSc Civil Engineering (PrCPM with SACPCMP) X 1	Professionally Registered with SACPCMP and BSc/B-Tech Degree in Civil Engineering and 10 years or more traceable experience in Civil Engineering Wastewater Treatment Works Refurbishments projects as Construction Manager	5	Certified Copy of Qualification & CV to be attached
	Professionally Registered with SACPCMP and BSc/B-Tech Degree in Civil Engineering and 6 – 9 years traceable experience in Civil Engineering Wastewater Treatment Works Refurbishments projects as Construction Manager	3	
	Professionally Registered with SACPCMP and BSc/B-Tech Degree in Civil Engineering and 3 – 5 years traceable experience in Civil Engineering Wastewater Treatment Works Refurbishments projects as Construction Manager	2	
	Not registered or No Submission	0	
			None

Junior Construction Manager N.Dip Civil Engineering (PMP) X 1	Professionally Registered as PMP and National Diploma in Civil Engineering with more than 3 years' experience in Civil Engineering Wastewater Treatment Works Refurbishments Projects as Construction Manager	5	Certified Copy of Qualification & CV to be attached
	Professionally Registered as PMP National Diploma in Civil Engineering with 2 - 3 years' experience in Civil Engineering Wastewater Treatment Works Refurbishments Projects as Construction Manager	4	
	National Diploma in Civil Engineering with 1- 2 years' experience in Civil Engineering Wastewater Treatment Works Refurbishments Projects as Construction Manager	2	
	No Submission	0	None
Mechanical Engineer Site Agent: (BSc/B-Tech Mech Engineering) X 1	Professionally Registered as Pr.Eng or Pr Tech at ECSA and holds a BSc/B-Tech Degree in Mechanical Engineering and 10 years or more traceable experience in Mechanical Engineering for Wastewater Treatment Works Refurbishments Projects	5	Certified Copy of Qualification & CV to be attached
	Professionally Registered as Pr.Eng or Pr Tech at ECSA and holds a BSc/B-Tech Degree in Mechanical Engineering and 5 - 9 years traceable experience in in Mechanical Engineering for Wastewater Treatment Works Refurbishments Projects	4	
	Professionally Registered as Pr.Eng or Pr Tech at ECSA and holds a BSc/B-Tech Degree in Mechanical Engineering and 3 - 4 years traceable experience in in Mechanical Engineering for Wastewater Treatment Works Refurbishments Projects	3	
	Not registered or No Submission	0	
Electrical Engineer Site Agent: (BSc/B-Tech Electrical Engineering) X 1	Professionally Registered as Pr.Eng or Pr Tech at ECSA and holds a BSc/B-Tech Degree in Electrical Engineering and 10 years or more traceable experience in Electrical Engineering for Wastewater Treatment Works Refurbishments Projects	5	Certified Copy of Qualification & CV to be attached
	Professionally Registered as Pr.Eng or Pr Tech at ECSA and holds a BSc/B-Tech Degree in Electrical Engineering and 5 - 9 years traceable experience in in Electrical Engineering for Wastewater Treatment Works Refurbishments Projects	4	
	Professionally Registered as Pr.Eng or Pr Tech at ECSA and holds a BSc/B-Tech Degree in Electrical Engineering and 3 - 4 years traceable	3	
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	experience in in Electrical Engineering for Wastewater Treatment Works Refurbishments Projects		
	Not registered or No Submission	0	None
Health and Safety Agent (BSc/N.Dip Occupational Health and Safety) X 1	Safety Officer Registered with the South African Council for Construction and Project Management Professions (SACPCMP) and holds a BSc/B-Tech Degree in Occupational Health and Safety with more than 5 years' experience in Wastewater Treatment Works Refurbishments Projects as Site Safety Officer	5	Certified Copy of Qualification & CV to be attached
	Safety Officer Registered with the South African Council for Construction and Project Management Professions (SACPCMP) and holds a BSc/B-Tech Degree in Occupational Health and Safety with 3- 5 years' experience in Wastewater Treatment Works Refurbishments Projects as Site Safety Officer	4	
	Safety Officer Registered with the South African Council for Construction and Project Management Professions (SACPCMP) and holds a BSc/B-Tech Degree in Occupational Health and Safety with more than 5 years' experience in Wastewater Treatment Works Refurbishments Projects as Site Safety Officer	2	
	Not registered or No Submission	0	None

2. TENDERERS WORK EXPERIENCE

Key tenderer company experience shall be evaluated according to their number of projects of **relevant** experience in projects similar in nature to the scope of works, as well as within the timeframe of last ten (10) years. Only projects covering refurbishment or construction of infrastructure within Water and Wastewater Treatment Works will be accepted. **All copies of completion letters must be submitted indicating awarded entity, project value, scope, start and completion dates, and not older than 10 years at the time of tender closing. Older than 10 years Project Completion letters at the time of tender will not be accepted.**

Functionality Criteria: Key aspect of criterion	Sub-Criteria: Basis for points allocation: Experience in Refurbishment of Water or Wastewater Treatment Works in last 10 years	Points Allocated (25 Max)	Verification Method
Experience in similar projects	Number of projects re-constructed and completed in last 10 years		Certified copies of Appointment letters, completion certificates and reference letters stating the project value and project description to be attached. NB: Acknowledgement letters would not be considered
Successful projects completed	5 Projects	25	
	4 Projects	20	
	3 Projects	15	
	2 Projects	10	
	1 Projects	5	
	0 Projects	0	
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3. QUALITY CONTROL AND ASSURANCE			
The tenderer company quality management will be considered and shall be evaluated according to their implementation in the project environment. Proof of ISO 9001:2008 certificate required for scoring evaluation			
Functionality Criteria: Key aspect of criterion	Sub-Criteria: Quality Assurance System	Points allocated (10 Max)	Verification method
Bidders ISO 9001:2008 Quality Management System (QMS) Registration Certificate	Contractor has documented and valid ISO 9001:2008 QMS certification	10	Financial Statements
	Contractor has expired ISO 9001:2008 or equivalent system of QMS certification	6	
	No documented system and/or No submission	0	

4. OCCUPATIONAL HEALTH AND SAFETY PLANNING			
Development of an appropriate Occupational Health and Safety Management Plan for the project tasks.			
Functionality Criteria: Key aspect of criterion	Sub-Criteria: Adequacy and completeness of tenderer's preliminary health and safety plan including control procedures	Points allocated (20 Max)	Verification Method
OHS Commitment as per OHSa (1993) and Construction Regulations(2014)	Good (The health and safety plan is specifically tailored to address the specific project objectives and includes risk mitigation measures)	20	Proof of Ownership (incl NATIS or Lease agreement with NATIS)
	Satisfactory (The health and safety plan are generic but tailored to address the general project objectives and does not include risk mitigation measures)	10	
	Poor (The health and safety plan is unlikely to satisfy project objectives)	5	
	No submission	0	

5. CONSTRUCTION WORK PLANNING			
Development of an appropriate Construction Work Plan for the project objectives to be achieved.			
Functionality Criteria: Key aspect of criterion	Sub-Criteria: Construction Programme, Method Statement, work plan and organogram	Points allocated (20 Max)	Verification Method
	Good: The approach is tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The project plan and approach to managing risk etc is tailored to the critical characteristics of the project. The programme is good and has allowed for all critical aspects	20	Relevant project program, method statement and cash flow
	Satisfactory: The approach is tailored to address the specific project objectives and methodology. The approach does adequately deal with the critical characteristics of the project. The project	10	

	plan and manner in which risk is to be managed etc is tailored to the key aspects of the programme. The programme is adequate		
	Poor: The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The programme is poor and has missed critical aspects	5	
	No response or no submission	0	
TOTAL		100	

The maximum possible score (M_s) for functionality to be obtained is 100 points or 100%
The evaluation criteria of functionality requires a minimum threshold of 75 points or 75%

PART T2: RETURNABLE SCHEDULES

MASILONYANA LOCAL MUNICIPALITY

BID NUMBER: 2023/11/002

THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

T2.1 LIST OF RETURNABLE SCHEDULES

The tenderer must complete the following schedules:

SCHEDULE	DESCRIPTION	PAGE
	Returnable Schedules required for tender evaluation purposes	
1	Masilonyana Local Supply Chain Management and Procurement policy: <ul style="list-style-type: none"> • MBD1: Invitation to Tender • MBD 4: Declaration of Interest • MBD 8: Declaration of Bidder's Past Supply Chain Management Practices 	
2	MBD 6.1 Preference Points Claim Form	
2a	SANAS BBBEE Verification Certificate	
3	MBD 9 - Certificate of Independent Bid Document	
4	Valid Tax Clearance Certificate from the South African Revenue Services/ SARS PIN	
5	Certificate of Attendance at Clarification Meeting	
6	Certificate of Authority to Sign Documents	
7	Record of Addenda to Tender Documents	
8	Proposed Amendments and Qualifications	
9	Schedule of Work Experience of Tenderer	
10	Contracts Manager	
11	Site Agent	
12	Daywork Schedule	
13	Programme	
14	Cashflow	
15	CSD Report	
16	Schedule of Local Labour Employment	
17	Contractor's CIDB Registration Certificate	
18	Compensation Fund Letter of Good Standing Compensation For Occupational Injuries And Diseases Act, 1993 (Act No. 130 Of 1993)	
19	Bank Rating	
20	Company Registration Certificate / Agreement / Id Document	
21	Audited Financial Statements	
22	Schedule of sub-Contractors	
23	Bank Guarantee	

SCHEDULE	Returnable Schedules that will be incorporated into the contract	
1	Masilonyana Local Supply Chain Management and Procurement policy: <ul style="list-style-type: none"> • Declaration of Good Standing Regarding Tax • MBD 4: Declaration of Interest • MBD 8: Declaration of Bidder's Past Supply Chain Management Practices 	
2	MBD 6.1 Preference Points Claim Form	
3	MBD 9 – Certificate of Independent Bid Document	
4	Valid Original Tax Clearance Certificate from the South African Revenue Services	
5	Certificate of Attendance at Clarification Meeting	
6	Certificate of Authority to Sign Documents	
7	Record of Addenda to Tender Documents	
8	Proposed Amendments and Qualifications	
9	Schedule of Work Experience of Tenderer	
10	Site Agent	
11	Health and Safety Officer	
12	Daywork Schedule	
13	Statement of Rates and Taxes / Lease Agreement	
14	Cashflow	
15	CSD Report	
16	Schedule of Local Labour Employment	
17	Contractor's CIDB Registration Certificate	
18	Compensation Fund Letter of Good Standing Compensation For Occupational Injuries And Diseases Act, 1993 (Act No. 130 Of 1993)	
19	Bank Rating	
20	Company Registration Certificate / Agreement / Id Document	
DOC	Other documents that will be incorporated into the contract. The offer portion of the C1.1 Offer and Acceptance	
	Contract Data (Part 2)	
	Form of Guarantee	
	Occupational Health and Safety Agreement	
	Bills of quantities	

**PREAMBLE SCHEDULE: MASILONYANA LOCAL MUNICIPALITY
PREFERENTIAL PROCUREMENT AND SUPPLY CHAIN
MANAGEMENT POLICY**



Supply Chain Management Policy

MASILONYANA LOCAL MUNICIPALITY	
Subject: Supply Chain Management Policy	Policy No: 03/2023-24
Directorate: Finance	Last Date of Review: 8 February 2023
Sub-Directorate: Supply Chain Management	Date Approved: 8 February 2023
Custodian: Chief Financial Officer	

THIS POLICY CONSISTS OF THREE PARTS THAT MUST BE READ TOGETHER:

First part

Is the Supply Chain Management Policy, adopted in terms of section 111 of the Local Government: Municipal Finance Management Act, No. 56 of 2003 and the Municipal Supply Chain Management Regulations;

Second Part

Is the Supply Chain Management Regulation, as amended from time to time and promulgated in terms of section 168 of the municipal Finance Management Act; and

Third Part

Is the Preferential Procurement Regulations, Dated 04 November 2022, as amended from time to time, and promulgated in terms of section 5 of the Preferential Policy Framework Act, act no 5 of 2000, which together with Supply Chain Management Policy, form the preferential procurement policy.

OBJECTIVE OF THE POLICY

The objective of this policy is to provide a policy framework within which the Accounting Officer and Chief Financial Officer can institute and maintain a supply chain management system which is transparent, efficient, equitable, competitive, which ensures best value for money for the municipality, applies the highest possible ethical standards, and promotes local economic development.

AIM OF THE POLICY

The aim of this policy is to transform the outdated procurement and provisioning practices into an integrated SCM function and to ensure that SCM forms an integral part of the financial management system of Masilonyana Local Municipality

This policy further aims to promote consistency in respect of supply chain management policy and other related policy initiatives in Government as well as aligning with global trends and ensure that South Africa adheres to international best practices.

By adopting this policy, the municipality further pledges itself and the municipal administration, to the full support of the Proudly SA campaign and to the observance of all applicable national legislation, including specifically the:

- Preferential Procurement Policy Framework Act No. 5 of 2000 and its regulations;

- Broad Based Black Economic Empowerment Act No. 53 of 2003 and any applicable code of practice promulgated in terms of that Act; and
- Municipal Finance Management Act No. 56 of 2003, including the regulations relating to the prescribed framework for supply chain management.
- The Construction Industry Development Board Act No. 38 of 2000 and its regulations.

SECTION 1: DEFINITIONS

A-class Items	A-class items are those items that are not consumable or expendable.
Acquisition management	<p>Acquisition management is the process of procurement of goods or services</p> <p><input type="checkbox"/> in order to ensure that acquisition delegations are in place in the organization, the market strategy is assessed and a sourcing (procurement) strategy is determined, bid documents are compiled, bids are solicited, responses are received,</p>

	responses are evaluated and assessed and awarded by the Bid Adjudication Committees
Affordable	<p>Affordable in relation to a PPP agreement, means that the financial obligations to be incurred by the entity in terms of the agreement can be met by:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Funds designated in the entity's budget for the current year for the activity outsourced in terms of the agreement; <input type="checkbox"/> Funds destined for that activity in accordance with the future budgetary projections of the entity; <input type="checkbox"/> Any allocations of the entity; <input type="checkbox"/> Or a combination of such funds and allocations.
Agreement	In relation to a <i>prohibited Practice in terms of the Competition Act 89 of 1998 as amended</i> , includes a contract, arrangement or understanding, whether or not legally enforceable
Asset	<p>It is a resource controlled by an entity as a result of past events and from which future economic benefits or service potential is expected to flow to the entity. It has the following characteristics:</p> <ul style="list-style-type: none"> <input type="checkbox"/> It possesses service potential or future economic benefit that is expected to flow to the entity. <input type="checkbox"/> It is controlled by the entity. <input type="checkbox"/> It originates as a result of a past transaction or event.
Buy out	Pay someone to give up an ownership.
Competitive bid	Means a bid in terms of a competitive bidding process.
Competitive bidding process	Means a competitive bidding process referred to in section 24 of this policy.
Concerted Practice	Means co-operative, or coordinated conduct between <i>firms</i> , achieved through direct or indirect contact, that replaces their independent action, but which does not amount to an <i>agreement</i> .
Current asset (inventory-perishable goods)	An asset that would, in the normal course of operations, be consumed or converted to cash within 12 months after the last reporting date.
Customer service	It is the process of serving customers in accordance with acceptable, pre-determined standards in such a manner that it increases customer satisfaction and minimizes

	times and costs.
Demand management	Demand management ensures that the resources required to support the strategic objectives are delivered at the correct time, at the right price, location, quantity and quality that will satisfy the needs.
Depreciation	Depreciation refers to the reduction in the value of assets generally from wear and tear. The consumption of capital is recognized as a cost of production and an allowance for this is made before net profit is arrived at.
Disposal management	Disposal management is responsible to ensure that all unserviceable, redundant or obsolete assets are subjected to a formal process of doing away with movable assets in a cost-effective, but transparent and responsible manner. It also entails the maintenance of records and documents as prescribed.
E-class accountable	Accounting in respect of those stores approved by the relevant Treasury as consumables.
E-class items	E-class items are consumable and expendable stores that cannot be repaired when it becomes unusable.
Economic principle	Obtain the highest possible output for the lowest possible use of resources.
Economy of scale	Reductions in the average cost of a product in the long run, resulting from an expanded level of output
Equipment	A-class countable stores that are issued and accounted for on an inventory.
Final award	In relation to bids or quotations submitted for a contract, means the final decision on which bid or quote to accept.
Formal written price quotation	Means quotations referred to in sub-section 11 of section 23 of this policy.
Historically disadvantaged individual	<p>Historically Disadvantaged Individual (HDI) means a South African citizen who:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 10 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act no 200 of 1993) ("the Interim Constitution"); and/or <input type="checkbox"/> Is female and/or <input type="checkbox"/> Has a disability. <p>Provided that a person, who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be an HDI.</p>

Horizontal Relationship	Means a relationship between competitors
Immovable assets	All non-produced, non-financial tangible assets, namely land, subsoil assets, water resources and some fixed tangible assets namely fixed structures (bridges, houses and roads).
Intangible assets	Intangible assets are trademarks, licenses and/or the legally enforceable rights associated with copyright and patents.
Integrated SCM	The foundation of the integrated SCM concept is total cost analysis, which is defined, as minimizing the total cost of SCM elements.
In the service of the state	<p>Means to be:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A member of <ul style="list-style-type: none"> ▪ Any municipal council, ▪ Any provincial legislature; or ▪ The National Assembly or the national Council of Provinces. <input type="checkbox"/> A member of the board of directors of any municipal entity. <input type="checkbox"/> An official of any entity or municipal entity. <input type="checkbox"/> An employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999). <input type="checkbox"/> A member of the accounting authority of any national or provincial public entity; or <p>An employee of Parliament or a provincial legislature.</p>
Inventories	Including stock and stores (consumable stores, maintenance materials, spare parts, WIP, education/training course materials, client services). Properties/land held for sale. Strategic stocks (fuel supplies, precious stones and metals). Seized or forfeited property.
Inventory (movable assets) management	<input type="checkbox"/> It shall be possible to determine accountability for all A-class-accountable items at all times. Records shall therefore be available to describe the full extent of the responsibility of officials for equipment belonging to the institution on personal account or sectional inventories for general usage. Inventory (distribution) ledger accounts shall therefore be maintained for all A-class items.
Items	An individual article or unit.
Lifecycle costing	Lifecycle costing is a technique developed to identify and quantify all costs, initial and on-going, associated with a project or installation over a given period. Thus, it is a

	tool that forecasts the total cost of a purchase throughout its predetermined lifecycle.
List of accredited prospective providers	Means a list of accredited prospective providers which an entity or municipal entity must keep in terms of this policy.
Logistics management	Logistics management ensure that goods and services are available at the right place, time and quantities required to execute the functions of the entity.
Long term contract	Means a contract with a duration period exceeding one year.
Measurable objectives	Measurable objectives identify very specific things that the entity intends doing or delivering in order to achieve the strategic objectives and ultimately the strategic goals it has set. There must therefore be a direct causal link running from the measurable objective to one or more of the strategic objectives.
Movable assets	Movable assets are assets that can be moved (e.g. machinery, equipment, vehicles, etc.). All inventories and valuables and most fixed assets belong to this category.
Municipal functions	Means: <input type="checkbox"/> A municipal service. Any other activity within the legal competence of an entity.
Municipal property	In relation to an entity, includes any movable, immovable or intellectual property, owned by or under the control of: <input type="checkbox"/> A entity; or A municipal entity under the sole or shared control of the entity.
Net present value (NPV)	<input type="checkbox"/> The sum that results when the discounted value of the expected costs of an investment are deducted from the discounted value of the expected returns. If the NPV is positive the project in question is potentially worth undertaking.
Obsolete	<input type="checkbox"/> No longer produced or used, out of date, to become obsolete by replacing it with something new.
Official	Official means: <input type="checkbox"/> An employee of an entity; <input type="checkbox"/> A person seconded to an entity to work as a member of the staff of the entity; A person contracted to an entity to work as a member of the staff of the entity otherwise than as an employee.
Operation and maintenance plan	The objective of operation and maintenance plans is to ensure assets remain appropriate to programme requirements, are efficiently utilized, and are maintained in

	the necessary condition to support programme delivery at the lowest possible long-term cost.
Other applicable legislation	Means any other legislation applicable to municipal supply chain management, including: <ul style="list-style-type: none"> <input type="checkbox"/> The Preferential Procurement Policy Framework Act, 2000 (Act No 5 of 2000). <input type="checkbox"/> The Broad-Based Black Economic Empowerment Act, 2003 (Act No 53 of 2003). <input type="checkbox"/> The Construction Industry Development Board Act, 2000 (Act No 38 of 2000).
Over-utilization	Over-utilization can have adverse effects in terms of deterioration in asset performance and condition, shortening productive life and increasing recurrent operating and maintenance costs.
Practitioner	<input type="checkbox"/> A person who practices a profession or art.
Private party	In terms of a PPP, excludes: <ul style="list-style-type: none"> <input type="checkbox"/> A entity; <input type="checkbox"/> A municipal entity; or <p>An organ of state, including an institution listed in any of the schedules of the Public Finance Management Act, 1999 (Act 1 of 1999).</p>
Procedures	Policies are carried out by means of more detailed guidelines called “standard methods”. A series of actions conducted in a certain order or manner.
Process	<input type="checkbox"/> A series of actions or steps towards achieving a particular end.
Project management	Project management is the planning, directing and controlling of an organization’s resources over a short term to ensure that specific objectives are successfully met.
Provider	A provider is the private person or institution that provides supplies, services or works to the Government.
Public-private partnership	Means a commercial transaction between an entity and a private party in terms of which the private party: <ul style="list-style-type: none"> <input type="checkbox"/> Performs a municipal function on behalf of an entity. <input type="checkbox"/> Acquires the use of municipal property for its own commercial purposes. <input type="checkbox"/> Performs both a municipal function and acquires the use of municipal property as referred to above. <input type="checkbox"/> Assumes substantial financial, technical and operational risks in connection with the performance of the municipal function or use of municipal property

	<input type="checkbox"/> Receives a benefit for performing a municipal function or from utilizing municipal property, by way of: <input type="checkbox"/> Consideration to be paid by the entity. <input type="checkbox"/> Charges or fees to be collected by the private party from users or customers of a service provided to them. <input type="checkbox"/> A combination of the above.
Quittance	The acknowledgement by the recipient of the receipt of issued stores, reflecting a signature, receipt voucher number and date of receipt.
Redundant	<ul style="list-style-type: none"> ▪ No longer needed or useful, superfluous (unnecessary).
SCM Regulations	Means the Local Government: Municipal Finance Management Act, 2003: Municipal Supply Chain Management Regulations.
Renewal	Replace or restore (something broken or worn out).
Risk management	Risk management may be defined as the identification, measurement and economic control of risks that threaten the assets and earnings of a business or other enterprise.
Rules	Rules are statements that a specific action must or must not be taken in a given situation.
Salvage	The Act of saving any goods or property in danger of damage or destruction.
SMME	Means a separate and distinct business entity, including co-operative enterprises and non-governmental organizations', managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy and which can be classified as a micro, a very small, a small or a medium enterprise by satisfying the criteria opposite the smallest relevant size or class.
Sourcing	Find out where to obtain.
Stores/stock	All movable state property/assets that are kept in stock for issue purposes.
Strategic goals	Strategic goals are areas of organizational performance that are critical to the achievement of the mission. They are statements that describe the strategic direction of the organization.
Strategic objectives	Strategic objectives are more concrete and specific than strategic goals. They should give a clear indication of what the entity intends doing or producing in order to achieve the strategic goals it has set for itself. As such strategic objectives would normally describe high-level outputs or "results" of actions that the entity intends

	taking.
Treasury guidelines	Means the guidelines on supply chain management issued by the Minister in terms of section 168 of the Act.
The MFMA	Means the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003).
Under-utilization	Under-utilization will increase the unit cost of Program delivery and may prompt the purchase of new assets when they are not required.
Value for money	In relation to public-private partnership agreements, means that the performance of a private party in terms of the agreement will result in a net benefit to the entity in terms of cost, price, quality, quantity, risk transfer or any combination of those factors.
Written or verbal quotations	Means quotations referred to in sub-section 11 of section 23 of this policy.

SECTION 2: ABBREVIATIONS

AG	Auditor-General
AO	Accounting Officer – (Chief Executive Officer)
BBBEEA	Broad Based Black Economic Empowerment Act
BBBEE	Broad Based Black Economic Empowerment
BEE	Black Economic Empowerment
CFO	Chief Financial Officer
CIDB	Construction Industry Development Board
DTI	Department of Trade and Industry
EME	Exempted Micro Enterprise
HDI	Historically Disadvantaged Individual
IDP	Integrated Development Plan

IT	Information Technology
LCC	Life Cycle Costing
MFMA	Municipal Finance Management Act
MM	Municipal Manager (Accounting Officer) of Masilonyana local Municipality
MSA	Municipal Systems Act
MTEF	Medium Term Expenditure Framework
NIPP	National Industrial Participation Programme
PCCAA	Prevention and Combating of Corrupt Activities Act. 2004
PPP	Public Private Partnership
PPPFA	Preferential Procurement Policy Framework Act (Act 5 of 2000) Amendment
RDP	Reconstruction and Development Program
RFI	Request for Information
RET	Radical Economic Transformation
RFP	Request for Proposal
RFQ	Request for Quotation
SANAS	South African National Accreditation Agency
SAPS	South African Police Services
SARS	South African Revenue Services
MBD	Municipal Bidding Documents
SCM	Supply Chain Management
SCM Unit	Supply Chain Management Unit
SITA	State Information Technology Agency
SLA	Service Level Agreement
SMME	Small Medium and Micro Enterprise
TCO	Total Cost of Ownership
TOR	Terms of Reference
EME	Means an exempted micro enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
GCC	General Condition of Contract
QSE	QSE” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act; “Rand value” means the total estimated

SECTION 3: SUPPLY CHAIN MANAGEMENT POLICY

- (1) The Council of Masilonyana Local Municipality resolves in terms of section 111 of the MFMA to have and implement supply chain management policy that-
 - (a) Gives effect to:
 - (i) Section 217 of the Constitution; and
 - (ii) Part 1 of Chapter 11 and other applicable provisions of the MFMA.
 - (b) Is fair, equitable, transparent, competitive and cost effective.
 - (c) Complies with:
 - (i) The regulatory framework prescribed in Chapter 2 of the Local Government: Municipal Supply Chain Management Regulations, 2005;
 - (ii) Preferential Procurement Regulations, 2000 (Act No.5 of 2000) and
 - (iii) Any minimum norms and standards that may be prescribed in terms of section 168 of the Act.
 - (d) Is consistent with other applicable legislation.
 - (e) Does not undermine the objective for uniformity in supply chain management systems between organs of state in all spheres, and
 - (f) Is consistent with national economic policy concerning the promotion of investments and doing business with the public sector.

-
- (2) This Policy applies when the municipality:
- (a) Procuring goods or services.
 - (b) Disposing of goods, no longer needed.
 - (c) Selecting Contractors to provide assistance in the provision of municipal services otherwise than in circumstances where Chapter 8 of the Municipal Systems Act applies.
 - (d) In the case of the entity, selecting external mechanisms referred to in section 80(1) (b) of the Municipal Systems Act for the provision of municipal services in circumstances contemplated in section 83 of that Act.
- (3) This policy, except where provided otherwise, do not apply in respect of the procurement of goods and services contemplated in section 110(2) and 110(3) of the MFMA Act, including
- (a) Public entity, another municipality or a municipal entity and
 - (b) Electricity from Eskom or another public entity, another municipality or a municipal entity.

SECTION 4: AMENDMENT OF THE SUPPLY CHAIN MANAGEMENT POLICY

- (1) The Accounting Officer must:
- (a) At least annually review the implementation of this policy.
 - (b) When the Accounting Officer considers it necessary, submit proposals for the amendment of this policy to council.
- (2) If the Accounting Officer submits proposed amendments to the council that differs from the model policy, the Accounting Officer must-
- (a) Ensure that such proposed amendments comply with the Regulations.
 - (b) Report any deviation from the model policy to the National Treasury and the relevant provincial treasury.
- (3) When amending this supply chain management policy, the need for uniformity in supply chain practices, procedures and forms between organs of state in all spheres, particularly to promote accessibility of supply chain management systems for small businesses must be considered.

SECTION 5: DELEGATION OF SUPPLY CHAIN MANAGEMENT POWERS AND DUTIES

- (4) The Council hereby delegate such additional powers and duties to the accounting officer so as to enable the accounting officer –
- (a) to discharge the supply chain management responsibilities conferred on accounting officers in terms of –
 - (i) Chapter 8 of the Act; and
 - (ii) this Policy;
 - (b) to maximize administrative and operational efficiency in the implementation of this Policy;

- (c) to enforce reasonable cost-effective measures for the prevention of fraud, corruption, favoritism and unfair and irregular practices in the implementation of this Policy; and
 - (d) to comply with his or her responsibilities in terms of section 115 and other applicable provisions of the Act.
- (5) The Council hereby specifically delegate to the following Officials the power to make a final award, not exceeding the amount of R 1,000,000-00 (VAT included).
- (a) Chief Financial Officer;
- (2) Sections 79 of the Act apply to the sub-delegation of powers and duties delegated to an accounting officer in terms of subparagraph (1).
- (3) The accounting officer may not sub-delegate any supply chain management powers or duties to a person who is not an official of Masilonyana Local Municipality or to a committee which is not exclusively composed of officials of the entity.
- (4) This paragraph may not be read as permitting an official to whom the power to make final awards has been delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 25 of this Policy.

SECTION 6: SUB-DELEGATION

- (1) The accounting officer may in terms of section 79 of the Act sub-delegate any supply chain management powers and duties, including those delegated to the accounting officer in terms of this Policy, but any such sub-delegation must be consistent with subparagraph (2) of this paragraph and paragraph 4 of this Policy.
- (2) The power to make a final award –
- (a) above R10 million (VAT included) may not be sub-delegated by the accounting officer;
 - (b) above R2 million (VAT included), but not exceeding R10 million (VAT included), may be sub-delegated but only to –
 - (i) the chief financial officer;
 - (ii) a senior manager; or
 - (iii) a bid adjudication committee of which the chief financial officer or a senior manager is a member.
 - (c) not exceeding R2 million (VAT included) may be sub-delegated but only to –
 - (i) the chief financial officer;
 - (ii) a senior manager;
 - (iii) a manager directly accountable to the chief financial officer or a senior manager; or a bid adjudication committee.

- (3) An official or bid adjudication committee to which the power to make final awards has been sub-delegated in accordance with subparagraph (2) must within five days of the end of each month submit to the official referred to in subparagraph (4) a written report containing particulars of each final award made by such official or committee during that month, including–
- (a) the amount of the award;
 - (b) the name of the person to whom the award was made; and
 - (c) the reason why the award was made to that person.
- (4) A written report referred to in subparagraph (3) must be submitted –
- (a) to the accounting officer, in the case of an award by –
 - (i) the chief financial officer;
 - (ii) a senior manager; or
 - (iii) a bid adjudication committee of which the chief financial officer or a senior manager is a member; or
 - (b) to the chief financial officer or the senior manager responsible for the relevant bid, in the case of an award by –
 - (i) a manager referred to in subparagraph (2)(c)(iii); or
 - (ii) a bid adjudication committee of which the chief financial officer or a senior manager is not a member.
- (5) This paragraph may not be interpreted as permitting an official to whom the power to make final awards has been sub-delegated, to make a final award in a competitive bidding process otherwise than through the committee system provided for in paragraph 25 of this Policy.
- (6) No supply chain management decision-making powers may be delegated to an advisor or consultant.

SECTION 7: OVERSIGHT ROLE OF COUNCIL

- (1) Masilonyana Local Municipality reserves its right to maintain oversight over the implementation of this Policy.
- (2) For the purposes of such oversight the accounting officer must –

- (a) Within 30 days of the end of each financial year, submit a report on the implementation of this Policy to the council of the municipality.
- (b) whenever there are serious and material problems in the implementation of this Policy, immediately submit a report to the council of the municipality.
- (3) The accounting officer must, within 10 days of the end of each quarter, submit a report on the implementation of the supply chain management policy to the council of the municipality
- (4) The reports must be made public in accordance with section 21A of the Municipal Systems Act.

SECTION 8: SUPPLY CHAIN MANAGEMENT UNIT

- (1) A supply chain management unit is hereby established to implement this Policy.
- (2) The supply chain management unit operates under the direct supervision of the chief financial officer or an official to whom this duty has been delegated in terms of section 82 of the Act.
- (3) The procurement section is responsible for the co-ordination and oversight of the supply chain management function. It is headed by the Supply Chain Manager and comes under the management of the municipality's Chief Financial Officer.

SECTION 9: TRAINING OF SUPPLY CHAIN MAGEMENT OFFICIALS

The training of officials involved in implementing this Policy should be in accordance with any Treasury guidelines on supply chain management training.

CHAPTER 2

SUPPLY CHAIN MANAGEMENT SYSTEM

SECTION 10: FORMAT OF SUPPLY CHAIN MANAGEMENT SYSTEM

This Policy provides systems for –

- (l) Demand management;

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- (II) Acquisition management;
 - (III) Logistics management;
 - (IV) Disposal management;
 - (V) Risk management; and
 - (VI) Performance management.

DEMAND MANAGEMENT

SECTION 11: SYSTEM OF DEMAND MANAGEMENT

An effective system of demand management will be achieved through the successful implementation of the strategic operational commitments of the municipality, as identified in the Integrated Development Plan (IDP) and the entity's business plan. Performance Management System (PMS) must give the necessary support to ensure that the resources required to support the strategic and operational commitments of the municipality are delivered at the correct time, at the right price and at the right location, and that the quantity and quality satisfy the needs of the municipality.

ACQUISITION MANAGEMENT

SECTION 12: SYSTEM OF ACQUISITION MANAGEMENT

- (1) This policy provides for an effective system of acquisition management to ensure that –
 - (a) goods and services are procured by the municipality in accordance with authorised processes only;
 - (b) expenditure on goods and services is incurred in terms of an approved budget in terms of section 15 of the Act;
 - (c) the threshold values for the different procurement processes are complied with;
 - (d) bid documentation, evaluation and adjudication criteria, and general conditions of a contract, are in accordance with any applicable legislation; and
 - (e) any Treasury guidelines on acquisition management are properly considered.
- (2) This Policy, except where provided otherwise in the Policy, does not apply in respect of the procurement of goods and services contemplated in section 110(2) of the Act, including –
 - (a) public entity, another municipality or a municipal entity; and
 - (b) electricity from Eskom or another public entity, another municipality or a municipal entity.

- (3) When procuring goods or services through another organ of state as contemplated in section 110(2) of the Act, the municipality must make public the fact that such goods or services are procured otherwise than through the entity's supply chain management system, including –
- (a) the kind of goods or services; and
 - (b) the name of the supplier.
- (4) All requests for the procurement of goods and services shall be submitted to Financial Management and Support unit within the Financial Department and must be:
- (a) in writing, clearly specifying the nature and quantity/duration of the goods and services required. Preparation of specifications aimed at procuring goods or services of specific suppliers and brand names should be avoided.
 - (b) certified by a senior official or person with delegated authority in the Finance Department, that: -
 - (i) there is sufficient provision in the relevant budget for the procurement;
 - (ii) the correct vote was used.
- (5) If the procurement is for a capital project, Section 19 of the MFMA regarding budgeting and costing of capital projects must also be complied with.
- (6) Where the procurement will have budgetary implications for future years (depreciation; contracts longer than one year, etc.), Section 33 of the MFMA regarding contracts must be complied with.
- (7) The following line items are not required to be procured in terms of supply chain management process;
- 7.1 Audit Fees.
 - 7.2 Eskom Fees**
 - 7.3 Library books.
 - 7.4 Telecommunication Costs.
 - 7.5 Reference books, Newspapers and magazines.
 - 7.6 Legal expenses,
 - 7.7 Advertising Cost.
 - 7.8 Accommodation expenses and car rental for staff and councilors within the range approved by the municipality's policy.

7.9 Occupational health expenses.

SECTION 13: RANGE OF PROCURMENT PROCESS

(1) Goods and services may only be procured by way of –

Value of purchase (Vat Inclusive)	Range of Procurement Processes	Delegated Authority
R0 up to R 30,000.00	Three formal written price quotations	- Chief Financial Officer
R 30,001.00 up to R 200 000.00	Three formal written price quotations and (i) complying with the PPPFA; (Specifically reg. 16 – TAX Clearance for amounts above R 30,000.00; Treasury Circular No: 29 of 31 January 2006) and (ii) suppliers to be used on a rotational basis; and (iii) advertised for seven (7) days on notice boards, National Treasury e- tender portal and website of the entity	- Chief Financial Officer - Manager reporting directly to the Chief Financial Officer.
R 200 001 and above	A competitive bidding process: - (i) advertised for 14 (fourteen days on notice boards, National Treasury e - tender port and website of the entity; and (ii) advertised for 30 (thirty) days on notice boards, National Treasury e- tender port and website of the entity	- Accounting Officer and - Bid Adjudication

(2) The accounting officer may, in writing, lower but not increase, the different threshold values in subparagraph (1) as specified in regulation 12 (1)

(3) Goods or services may not deliberately be split into parts or items of a lesser value merely to avoid complying with the requirements of the policy. When determining transaction values, a requirement for goods or services consisting of different parts or items must as far as possible be treated and dealt with as a single transaction.

(4) Transferring of entity's funds to an organization or body outside any sphere of government otherwise than in compliance with a commercial or other business transaction must comply with Sec.67 of the MFMA (Act No.56 of 2003).

SECTION 14: CONTRACT MANAGEMENT

- (1) Contract management focuses on what happens after a contract is concluded and signed.
- (2) According to the International Encyclopedia of the Social Sciences, management involves deciding what human, financial and technical resources an organization will devote to various initiatives; Thus,
 - (i) a contract manager decides how the department will ensure that it does what it agreed to do in an agreement with another party and that the other party also fulfills its obligations.
- (3) After a contract has been signed there are a number of matters that should be addressed to ensure the foundation of successful contract management. It is important for those responsible for contract management to understand both the contract provisions and contractual relationships at the outset.
- (4) contract manager should be able to manage contracts with suppliers of goods and services and understand the following key task
 - (i) the benefits of undertaking effective contract management;
 - (ii) tasks to be undertaken by the contract manager during the contract management period.

SECTION 15: CONTRACT VARIATIONS / AMENDMENTS

- (1) Contracts may be amended/varied/modified according to the Accounting Officer's delegated powers to achieve the original objective of the contract.
 - (a) Amendments of contracts where the expansion or variation is not more than:
 - (i) twenty% (20%) (construction related goods, services and/or infrastructure projects), and
 - (ii) fifteen% (15%) (all other goods and/or services) of the original value of the contract, must be submitted directly to the Contract Management Office for approval with further reference to the Supply Chain Management Committee System for approval.
 - (b) Amendments of contracts where the expansion or variation is more than the threshold prescribed by National Treasury (Circular 62), must be dealt with in terms of the provisions of section 116(3) of the Local Government: Municipal Finance Management Act, 2003 (Act No 56 of 2003) (MFMA)
 - (c) Amendments may not materially alter the original objective; as such amendments should form part of a new bid invitation.
 - (d) All contractual parties must agree to the amendment in writing.
 - (e) No contract can be amended after the original contract has ceased to exist.
 - (f) The extension of a contract shall be finalized before the current expiry date of the contract.
 - (g) Where prices are amended for the extended period, the reasonableness of the prices must be established.

- (2) When an item on contract is no longer available and another item has to be substituted, this implies an amendment of the contract. Such an amendment must be submitted to the relevant delegated authority for approval.
- (3) When a Contractor is no longer able to supply a contract item and he offers a substitute, which is more expensive, the amendment is to the disadvantage of the municipality unless the substitute item offers additional benefits which can be utilized by the municipality and which justify the additional cost. If not, the Accounting Officer's or delegated authority's approval must be obtained.
- (4) For the appointment of consultants, any granting of a substantial extension of the stipulated time for performance of the contract, agreeing to any substantial amendment of the scope of the services, substituting key staff, waiving the conditions of a contract, or making any changes in the contract that would in aggregate increase the original amount of the contract by more than 15 percent, will be subject to the approval of the Accounting Officer or the delegated authority.
- (5) The contractual conditions should stipulate the conditions under which amendments shall be considered and the process to be followed in such circumstance.
- (6) No variation in or modification of the conditions of contract shall be made without all the parties signing the amendment.
- (7) The user division must approach the SCM Unit with the request for amendment. The SCM Unit should contact the Contractor to determine whether he/she will be amenable to an amendment to the contract within the allowable parameters.
- (8) If the Contractor is prepared to amend the contract and it is confirmed in writing, the SCM Unit shall process the amendment and supply the user division with the details of the amendment.
- (9) The SCM Unit must involve legal assistance for the purpose of drawing up the amendment, if required.
- (10) The SCM Unit must facilitate the signing of the amendment by all parties.
- (11) A signed copy must be forwarded to the user division and the Contractor and the SCM Unit must file the original signed amendment appropriately.

SECTION 16: INCREASE/DECREASE OF QUANTITIES OR RANGE OF SERVICES

- (1) Before calling for bids, care must be taken to establish the quantities / range of services required as reliably as possible so that the need to increase / decrease quantities / range of services during the contract period may be kept to the minimum.

- (2) Quantities / range of services may be decreased provided consensus exists between the municipality and the Contractor and the unit prices remain unchanged.
- (3) After the original or officially amended quantities / services for which the contract was arranged, have been delivered, the contract ceases to exist. It is then no longer possible to purchase further items / services on the contract

SECTION 17: CONTRACT EXTENSION

- (1) Extension of contract periods is undesirable because it often leads to uncontrolled increases in the contract prices. These must therefore be restricted to the minimum.
- (2) The user division is responsible for ensuring that timely application is made to the SCM Unit for the arrangement of new contracts.
- (3) Where justifiable reasons are provided for extending a contract, the relevant application may be considered favourably and Contractors may be approached with the request to indicate whether they are prepared to extend the contract period. The fact that extension of contracts might affect the schedule for other contracts must also be borne in mind.
- (4) If Contractors are prepared to extend the contract period, but with amended price conditions, the reasonableness of the prices must be established.
- (5) Contracts may normally not be extended beyond the period as determined by the Accounting Officer's delegated powers.
- (6) The market must again be informally tested before the extended period has expired.

SECTION 18: CONTRACTUAL PRICE ADJUSTMENT

- (1) The contractual conditions shall stipulate the circumstances under which price adjustments shall be considered, the intervals for adjustment, the base date for adjustments as well as the price adjustment formula and the process to be followed in such circumstances.
- (2) In cases of term contracts, price adjustments shall be considered on a yearly basis and this condition shall be indicated in the bid document.
- (3) No price adjustments should preferably be considered for a contract period less than twelve (12) months.
- (4) The prescribed formula will be used for adjustment of prices due to the fluctuation of the indices.

- (5) Rate of Exchange (ROE) fluctuations are only allowed on the imported content of the commodity.
- (6) Steel and Engineering Industries Federation of Southern Africa (SEIFSA) commodity indices
- (7) In cases where the user division received a request for price adjustment from the Contractor, the request must be immediately forwarded to the SCM Unit for facilitation.
- (8) The SCM Unit is responsible for confirming that the request is in line with the contractual conditions and will verify the calculations presented.
- (9) Once the request is accepted as correct and approved by the official with the necessary delegated authority, the SCM Unit will inform the Contractor in writing and will inform the user and the finance divisions of the approved amendment to demonstrate the influence of the change on the contract.
- (10) The SCM Unit must file the amendment with the original contract.
- (11) Contractual price adjustments are considered in terms of the contract conditions.
- (12) Since the GCC does not set out conditions pertaining to price increases, it is important that all bid documentation will contain the relevant special conditions pertaining to price increases.

SECTION 19: NON-CONTRACTUAL ADJUSTMENT OF PRICES

- (1) Non-contractual adjustment of prices is normally not allowed.
- (2) When Contractors suffer a loss as a result of their own negligence price adjustments not covered by the contract are not favourably considered.
- (3) Non-contractual adjustment of prices will be allowed under the following circumstances:
 - (a) where a Contractor suffers loss as a result of circumstances beyond control, or as a result of incorrect action by the municipality and particularly when such loss might cause his downfall, non-contractual price adjustments may be considered by the municipality.
 - (b) such adjustments are to the disadvantage of the municipality and the necessary Accounting Officer or delegated authority approval must be obtained.

SECTION 20: REDUCTION OF PRICES

The municipality must accept price reductions after award of a contract where this is advantageous to the municipality, unless the acceptance of the price reduction amounts to breach of contract.

SECTION 21: UNSATISFACTORY PERFORMANCE AND CONTRACT TERMINATION

- (1) The municipality should continuously communicate unsatisfactory performance to Contractors in writing compelling the Contractor to perform according to the contract and thus to rectify or to restrain from unacceptable actions.

UNSATISFACTORY PERFORMANCE: THE MUNICIPALITY'S ROLE

- (a) Unsatisfactory performance occurs when performance is not in accordance with the contractual conditions.
- (b) The user division must timely identify unsatisfactory performance in terms of the contract.
- (c) The SCM Unit must, in consultation with the user division and legal assistance if required, bring unsatisfactory performance to the attention of the Contractor in writing. Also apply the *audi alteram partem* rule in the management of unsatisfactory performance.

SECTION 22: GENERAL PRECONDITIONS

(1) General preconditions for consideration of written quotations or bids

A written quotation or bid may not be considered unless the provider who submitted the quotation or bid

(a) has furnished that provider's –

- (i) full name and address;
- (ii) identification number or company- or other registration number; and
- (iii) tax reference number and VAT registration number, if any;

(b) has authorised the municipality to obtain a tax clearance from the South African Revenue Services that the provider's tax matters are in order; and

(c) has indicated –

- (i) whether he or she is in the service of the state, or has been in the service of the state in the previous twelve months;
- (ii) if the provider is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months; or

- (iii) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to in subparagraph (ii) is in the service of the state, or has been in the service of the state in the previous twelve months.

SECTION 23: PRE-QUALIFICATION FOR PREFERENTIAL PROCUREMENT

- 23.1 The Municipality may decide to apply pre-qualifying criteria to advance certain designated groups, that municipality must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond:

23.1.1 a tenderer having stipulated minimum B-BEE status level of contributor.

23.1.2 an EME or QSE.

23.1.3 a Tenderer subcontracting a minimum of 30% to:

23.1.4 an EME or QSE which is at least 51% owned by Black people

23.1.5 an EME or QSE which is at least 51% owned by black people who are youth.

23.1.6 an EME or QSE which is at least 51% owned by black people who are women.

23.1.7 an EME or QSE which is at least 51% owned by black people disabilities.

23.1.8 an EME or SQE which is 51% owned by black people living in rural or underdeveloped areas or township.

23.1.9 an EME or SQE which is 51% owned by which is at least owned by black people who are military veterans.

23.1.10 a cooperative which is at least 51% owned by black people.

23.1.11 A tender that fails to meet any pre-qualifying criteria stipulated in the tender documents is an unacceptable tender.

SECTION 24: LIST OF ACCREDITED PROSPECTIVE PROVIDERS

(1) The accounting officer must –

- (a) utilize accredited prospective providers of goods and services which are listed on the national Treasury Centralised Suppliers Database (CSD) on rotational basis to procurement requirements through written quotations and formal written price quotations; and
- (b) disallow the listing of any prospective provider whose name appears on the National Treasury's database as a person prohibited from doing business with the public sector.

- (c) The municipality utilizes National Treasury centralized supplier's database to list accredited prospective providers of goods and services that must be used for the procurement requirements through written quotations and formal written price quotations; and.

SECTION 25: FORMAL WRITTEN PRICE QUOTATIONS

- (1) The conditions for the procurement of goods or services through formal written price quotations, are as follows:
 - (a) quotations must be obtained in writing from at least **three** different providers whose names appear on the list of accredited prospective providers on National Treasury supplier's database (CSD). All quotations must be inclusive of carriage/freight costs.
 - (b) if it is not possible to obtain at least three quotations, the reasons must be recorded and approved by the chief financial officer or an official designated by the chief financial officer, and
 - (c) the accounting officer must record the names of the potential providers and their written quotations.
- (2) A designated official referred to in subparagraph (1) (b) must within three days of the end of each month report to the chief financial officer on any approvals given during that month by that official in terms of that subparagraph.

SECTION 26: PROCEDURES FOR PROCURING GOODS OR SERVICES THROUGH WRITTEN QUOTATIONS AND FORMAL WRITTEN QUOTATIONS

- (1) The procedure for the procurement of goods or services through written quotations or formal written price quotations, is as follows:
 - (a) when using the list of accredited prospective providers, the accounting officer must promote ongoing competition amongst providers by inviting providers to submit quotations on a rotation basis;
 - (b) all requirements in excess of R30,000 (VAT included) that are to be procured by means of formal written price quotations must, in addition to the requirements of paragraph 17, be advertised for at least **seven days** on National Treasury e-tender portal, official notice board and the municipality's website
 - (c) offers received must be evaluated on a comparative basis taking into account unconditional discounts;
 - (d) the accounting officer or chief financial officer must on a monthly basis be notified in writing of all written quotations and formal written price quotations accepted by an official acting in terms of a sub-delegation;
 - (e) offers below R30,000 (VAT included) will not be awarded.

- (f) acceptable offers, which are subject to the preference points system (PPFA and associated regulations), must be awarded to the bidder who scored the highest points;
 - (g) the accounting officer must take all reasonable steps to ensure that the procurement of goods and services through written quotations or formal written price quotations is not abused.
- (2) Notwithstanding the above requirements for consideration, quotations not to specification may not be accepted.
- (3) Only quotations complying with the specifications will be considered to be accepted, provided that there are sufficient funds within the appropriate budget.
- (4) Where no quotation complies with the specification, as determined by the senior manager, the senior manager may recall the quotations.
- (5) Where the relevant senior manager has a direct or indirect interest in the procurement requirements, another senior manager must adjudicate in the manner specified above. An interest is where the relevant senior manager has direct or indirect personal advantage in the specific procurement of goods or services.

SECTION 27: COMPETITIVE BIDS

- (1) Goods or services above a transaction value of R200,000 (VAT included) and long-term contracts may only be procured through a competitive bidding process, subject to paragraph 11(2) of this Policy.
- (2) The bid documentation will be prepared by the user department in consultation with supply chain management unit. After the approval of the bid specification committee the bid document will be published on National Treasury e-tender portal, the municipality's official notice boards and website, with a closing date of at least 14 or 30 days after the date that the advertisement first appears.
- (3) No requirement for goods or services above an estimated transaction value of R200,000 (VAT included), may deliberately be split into parts or items of lesser value merely for the sake of procuring the goods or services otherwise than through a competitive bidding process.

SECTION 28: PROCESS FOR COMPETITIVE BIDDING

- (1) The procedures for the stages of a competitive bidding process are as follows:
 - (i) Compilation of bidding documentation as detailed in paragraph 21;

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- (ii) Public invitation of bids as detailed in paragraph 22;
 - (iii) Site meetings or briefing sessions as detailed in paragraph 32
 - (iv) Handling of bids submitted in response to public invitation as detailed in paragraph 23;
 - (v) Evaluation of bids as detailed in paragraph 28;
 - (vi) Award of contracts as detailed in paragraph 29;
 - (vii) Administration of contracts
- (2) After approval of a bid, the accounting officer and the bidder must enter into a written agreement.
- (i) Proper record keeping
 - (ii) Original / legal copies of written contract agreements should be kept in a secure place for reference purposes.

SECTION 29: BID DOCUMENTATION FOR COMPETITIVE BIDS

- (1) The criteria to which bid documentation for a competitive bidding process must comply, must –
- (a) consider –
 - (i) the general conditions of contract (**ANNEXURE “B”**) and any special conditions of contract, if specified;
 - (j) any Treasury guidelines on bid documentation; and
 - (k) the requirements of the Construction Industry Development Board, in the case of a bid relating to construction, upgrading or refurbishment of buildings or infrastructure;
 - (b) include the preference points system to be used, goals as contemplated in the Preferential Procurement Regulations and evaluation and adjudication criteria, including any criteria required by other applicable legislation;
 - (c) include evaluation and adjudication criteria, including any criteria required by other applicable legislation;
 - (d) compel bidders to declare any conflict of interest they may have in the transaction for which the bid is submitted;
 - (e) if the value of the transaction is expected to exceed R10 million (VAT included), require bidders to furnish–
 - (i) if the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements –

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- (ii) for the past three years; or
 - (iii) since their establishment if established during the past three years;
 - (iv) a certificate signed by the bidder certifying that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days;
 - (v) particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract;
 - (vi) a statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic; and
 - (f) stipulate that disputes must be settled by means of mutual consultation, mediation (with or without legal representation), or, when unsuccessful, in a South African court of law.
 - (g) a requirement to supply tax references, tax clearance certificates, VAT registration numbers and identification or registration numbers;
 - (h) details of any contracts above R200,000 carried out on behalf of the municipality within the last five years;
 - (i) A contract management processes and procedures including provision for the Accounting Officer to cancel the contract on the grounds of unsatisfactory performance;
 - (j) any other matters as required by the MFMA and the Supply Chain Management Regulations;
 - (k) performance guarantees and retention.

SECTION 30: PUBLIC INVITATION FOR COMPETITIVE BIDS

- (1) The procedure for the invitation of competitive bids, is as follows:
 - (a) Any invitation to prospective providers to submit bids must be by means of a public advertisement on National treasury e-tender portal, municipality's official notice board and website.
 - (b) the information contained in a public advertisement, must include –
 - (i) the closure date for the submission of bids, which may not be less than 30 days in the case of transactions over R10 million (VAT included), or which are of a long term nature, or 14 days in any other case, from the date on National treasury e-tender portal, municipality's notice board and website, subject to subparagraph (2);
 - (ii) a statement that bids may only be submitted on the bid documentation provided by the municipality; and
 - (iii) date, time and venue of any proposed site meetings or briefing sessions.

- (2) The accounting officer may determine a closure date for the submission of bids which is less than the 30- or 14-days' requirement, but only if such shorter period can be justified on the grounds of urgency or emergency or any exceptional case where it is impractical or impossible to follow the official procurement process.
- (3) Bids submitted must be sealed.
- (4) For a bid to be considered it must comply with all the requirements of the bid documentation and be placed in the official tender box of the municipality.
- (5) The council may charge a non-refundable deposit for provision of bid documents. This is subject to annual review. Values of the deposits will be determined annually and included in the official lists of tariffs.
- (6) The Chief Financial Officer or delegated official will ensure that tender boxes are sealed until the time of their official opening, and ensure that they are properly secured.
- (7) At the advertised time, the tender box will be unlocked and opened by three officials or more – one from the internal audit. This will be done in public i.e. in the presence of the bidders or other interested parties. A Supply Chain Management official will open bid documents in the presence of any other interested parties. The tender box can be opened without any members of public being present provided that the appropriate procedure for advertising the time and venue has been followed. Unmarked or incorrectly marked tenders will not be opened.
- (8) The names and total bid amounts will be read out and recorded in the tender register, which will be available for public inspection on request. A copy of the record must be kept in the Supply Chain Management unit office. In instances of bulk tender amounts that are too time consuming to read out, only those requested by bidders will be read, and a complete schedule provided as soon as is practical. Bid results will be published on the municipality's web site and official notice board.
- (9) Where bids are requested in electronic format, such bids must be supplemented by sealed hard copies.

SECTION 31: PROCEDURE FOR HANDLING, OPENING AND RECORDING OF BIDS

- (1) The procedures for the handling, opening and recording of bids, are as follows:
 - (a) Bids—
 - (i) must be opened only in public;

- (ii) must be opened at the same time and as soon as possible after the period for the submission of bids has expired; and
- (iii) received after the closing time should not be considered and returned unopened immediately.
- (b) Any bidder or member of the public has the right to request that the names of the bidders who submitted bids in time must be read out and, if practical, also each bidder's total bidding price;
- (c) No information, except the provisions in subparagraph (b), relating to the bid should be disclosed to bidders or other persons until the successful bidder is notified of the award; and
- (d) The accounting officer must
 - (i) record in a register all bids received in time;
 - (ii) make the register available for public inspection; and
 - (iii) publish the entries in the register and the bid results on the municipality's website.

SECTION 32: SITE MEETINGS OR BRIEFING SESSIONS

A site inspection/meeting may be conducted before the close of the bids to ensure that the bidders understands the scope of the project and that they can comply with the condition and requirements.

If it is a requirement that prospective bidders must attend a site inspection, non- attendance will invalidate a bid. A bidder may be presented by a representative.

SECTION 33: NEGOTIATIONS WITH PREFERRED BIDDER

- (1) The accounting officer may negotiate the final terms of a contract with bidders identified through a competitive bidding process as preferred bidders, provided that such negotiation –
 - (a) does not allow any preferred bidder a second or unfair opportunity;
 - (b) is not to the detriment of any other bidder; and
 - (c) does not lead to a higher price than the bid as submitted.
- (2) Minutes of such negotiations must be kept for record purposes.

SECTION 34: TWO STAGE BIDDING PROCESS

- (1) A two-stage bidding process is allowed for –

-
- (a) large complex projects;
 - (b) projects where it may be undesirable to prepare complete detailed technical specifications; or
 - (c) long term projects with a duration period exceeding three years.
- (2) In the first stage technical proposals on conceptual design or performance specifications should be invited, subject to technical as well as commercial clarifications and adjustments.
- (3) In the second stage final technical proposals and priced bids should be invited.

SECTION 35: COMMITTEE SYSTEM FOR COMPETITIVE BIDS

- (1) A committee system for competitive bids is hereby established, consisting of the following committees for each procurement or cluster of procurements as the accounting officer may determine:
- (a) bid specification committee;
 - (b) a bid evaluation committee; and
 - (c) a bid adjudication committee;
- (2) The accounting officer appoints the members of each committee, considering section 117 of the Act; and
- (3) The committee system must be consistent with –
- (a) paragraph 27, 28 and 29 of this Policy; and
 - (b) any other applicable legislation.
- (4) The accounting officer may apply the committee system to formal written price quotations.

SECTION 36: BID SPECIFICATION COMMITTEES

- (1) A bid specification committee must compile the specifications for each procurement of goods or services by the Masilonyana Local Municipality.
- (2) Specifications –

- (a) must be drafted in an unbiased manner to allow all potential suppliers to offer their goods or services;
 - (b) must take account of any accepted standards such as those issued by Standards South Africa, the International Standards Organisation, or an authority accredited or recognised by the South African National Accreditation System with which the equipment or material or workmanship should comply;
 - (c) must, where possible, be described in terms of performance required rather than in terms of descriptive characteristics for design;
 - (d) may not create trade barriers in contract requirements in the forms of specifications, plans, drawings, designs, testing and test methods, packaging, marking or labelling of conformity certification;
 - (e) may not make reference to any particular trade mark, name, patent, design, type, specific origin or producer unless there is no other sufficiently precise or intelligible way of describing the characteristics of the work, in which case such reference must be accompanied by the word "equivalent";
 - (f) must indicate each specific goal for which points may be awarded in terms of the points system set out in the Preferential Procurement Regulations 2001; and
 - (g) must be approved by the accounting officer prior to publication of the invitation for bids in terms of paragraph 22 of this Policy.
- (3) The bid specification committee must be composed of the following members:
- (1) Standing members
 - (a) one or two members from within the relevant department;
 - (b) supply Chain Practitioner
 - (c) professionals with required technical expertise from the department for whom the goods or services are to be procured, as may be required for each committee meeting
 - (d) external specialists (consulting engineers, architects, etc.) as deemed necessary, provided that no person, advisor or corporate entity involved with the bid specification committee, director of such a corporate entity, may bid for any resulting contracts.
- (4) The quorum for each meeting of the specification committee is 50%+1 of standing members.
- (5) A member of the specification committee can also be a member of either the bid evaluation or bid adjudication committee, but not both committees, that considers any of the bids for the same goods or services.
- (6) No person, advisor or corporate entity involved with the bid specification committee, or director of such a corporate entity, may bid for any resulting contracts.

- (7) The specifications must be approved by the Accounting Officer, or the official delegated by the Accounting Officer, prior to advertisement of the bid. In the absence of the Accounting Officer this may be delegated to the Accounting Officer.

SECTION 37: BID EVALUATION COMMITTEED

- (1) A bid evaluation committee must –
- (a) evaluate bids in accordance with –
- (i) the specifications for a specific procurement;
 - (ii) compliant with requirements of the Supply Chain Management Framework including the supplier being up to date with all fees and charges due to the district municipality;
 - (iii) in accordance with the best value for money to the municipality; and
 - (iv) the points system set out in terms of paragraph 28(10) ;(11).
- (b) evaluate each bidder's ability to execute the contract and consider the prescripts of the Broad-Based Black Economic Empowerment Act.;
- (c) check in respect of the recommended bidder whether municipal rates and taxes and municipal service charges are not in arrears, and;
- (d) submit to the adjudication committee a report and recommendations regarding the award of the bid or any other related matter.
- (2) The bid evaluation committee must as far as possible be composed of –
- (1) Standing members;
- (a) two officials from the relevant department requiring the goods or services;
 - (b) At least one supply chain management practitioner
 - (c) One technical expert, consultant or advisor, provided that these experts can only actively contribute to discussions, and not vote on the items evaluated.
- (3) The chairmanship of the bid evaluation committee is to be rotated as agreed by the standing members should the appointed chairperson of the committee be absent.
- (4) The quorum for each meeting of the bid evaluation committee is 50%+1 of standing members, provided that one is the supply chain management practitioner.

- (5) Members cannot serve on any adjudication committee(s) that adjudicates on any of the same items that they have considered on the evaluation committee(s).
- (6) Notwithstanding the above requirements for consideration, bids not to specification may not be accepted and the evaluation committee must recall for tenders.
- (7) All bid documents must be submitted before closure of tender.

SECTION 38: BID ADJUDICATION COMMITTEED

- (1) A bid adjudication committee must –
 - (a) consider the report and recommendations of the bid evaluation committee; and
 - (b) either –
 - (i) depending on its delegations, make a final award or a recommendation to the accounting officer to make the final award; or
 - (ii) make another recommendation to the accounting officer how to proceed with the relevant procurement.
- (2) The committee shall be composed of the following members:
 - (1) Standing members;
 - (a) the chief financial officer or, if the chief financial officer is not available, another official in the Finance department reporting directly to the chief financial officer and designated by the chief financial officer;
 - (b) At least one senior supply chain management practitioner who is an official of the municipality;
 - (c) Executive Manager Performance and Compliance;
 - (d) Executive Manager Retail;
 - (e) Executive Manager Engineering Wires
 - (f) any technical experts in the relevant field, when deemed necessary by the chairperson provided that these experts can only actively contribute to discussions, and not vote on the items being adjudicated.
 - (g) The quorum for each meeting of the bid adjudication committee is:
 - (i) 4 standing members.
- (3) Members of the adjudication committee(s) cannot be members on the evaluation committee(s) that consider any of the same items to be adjudicated on. This includes any members who are appointed by nomination or delegation.

- (4) Members of the Bid Evaluation Committee may present their reports to the Bid Adjudication Committee and clarify any uncertainties. However, such members will not have any voting power on the Bid Adjudication Committee.
- (5) The accounting officer must appoint the chairperson of the committee. If the chairperson is absent from a meeting, the members of the committee who are present must elect one of them to preside at the meeting.
- (6) Neither a member of a bid evaluation committee, nor an advisor or person assisting the evaluation committee, may be a member of a bid adjudication committee.
- (7) If the bid adjudication committee decides to award a bid other than the one recommended by the bid evaluation committee,
 - (a) the bid adjudication committee must prior to awarding the bid-
 - (i) check in respect of the preferred bidder whether that bidder's municipal rates and taxes and municipal service charges are not in arrears, and;
 - (ii) notify the accounting officer.
 - (b) The accounting officer may –
 - (i) after due consideration of the reasons for the deviation, ratify or reject the decision of the bid adjudication committee referred to in paragraph (a); and
 - (ii) if the decision of the bid adjudication committee is rejected, refer the decision of the adjudication committee back to that committee for reconsideration.
- (8) The accounting officer may at any stage of a bidding process, refer any recommendation made by the evaluation committee or the adjudication committee back to that committee for reconsideration of the recommendation.
- (9) The accounting officer must comply with section 114 of the Act within 10 working days.
- (10) For all quotations and tenders with an estimated value between R 30,001 and not exceeding R50,000,000 preference points will be allocated as follows:

POINTS

Value for money substantially to
specification price

80

Specific Goal	<u>20</u>
Total	<u>100</u>

- (11) Specific Goal will be as per the Procurement Regulations of the Preferential Procurement Policy Framework Act, 2022. This scorecard is provided in the Annexures to this policy. If all bids exceed R50,000,000 the bid invitation is to be cancelled and re-invited with the correct preference points.
- (12) Prior to the award of a bid, the municipality may cancel the bid due to changed circumstances, or if there are insufficient funds to proceed, or if no acceptable bid is received.
- (13) For all tenders with an estimated value above R 50,000,000 preference points will be allocated as follows:

	POINTS
Value for money substantially to specification price	90
Specific Goals	<u>10</u>
Total	<u>100</u>

- (15) Other specific goals will be as per the Procurement Regulations of the Preferential Procurement Policy Framework Act, 2022. This scorecard is provided in the Preferential Procurement Policy of the municipality. If all bids are less than R50,000,001 the bid invitation is to be cancelled and re-invited with the correct preference points.

SECTION 38: ADVISING OF RESULTS

All approved bids will be listed on the municipality's website and on the official notice board in the week following their approval, for a period of 7 days.

SECTION 39: PROCURMENT OF BANKING SERVICE

- (1) A contract for banking services –
- (a) must be procured through competitive bids;
 - (b) must be consistent with section 7 of the Act; and
 - (c) may not be for a period of more than five years at a time.
- (2) The process for procuring a contract for banking services must commence at least nine months before the end of an existing contract.

- (3) The closure date for the submission of bids may not be less than 60 days from the date on which the advertisement is placed in a newspaper in terms of paragraph 22(1). Bids must be restricted to banks registered in terms of the Banks Act, 1990 (Act No. 94 of 1990).

SECTION 40: PROCURMENT OF IT RELATED GOODS OR SERVICE

- (1) The accounting officer may request the State Information Technology Agency (SITA) to assist with the acquisition of IT related goods or services through a competitive bidding process.
- (2) Both parties must enter into a written agreement to regulate the services rendered by, and the payments to be made to, SITA.
- (3) The accounting officer must notify SITA together with a motivation of the IT needs if –
- (a) the transaction value of IT related goods or services required in any financial year will exceed R50 million (VAT included); or
 - (b) the transaction value of a contract to be procured whether for one or more years exceeds R50 million (VAT included).
- (4) If SITA comments on the submission and the municipality disagrees with such comments, the comments and the reasons for rejecting or not following such comments must be submitted to the council, the National Treasury, the relevant provincial treasury and the Auditor General.

SECTION 41: PROCURMENT OF GOODS AND SERVICE UNDER CONTRACT SECURED BY OTHER ORGAN OF STATE

- (1) The accounting officer may procure goods or services under a contract secured by another organ of state, but only if –
- (a) the contract has been secured by that other organ of state by means of a competitive bidding process applicable to that organ of state.
 - (b) there is no reason to believe that such contract was not validly procured;
 - (c) there are demonstrable discounts or benefits to do so; and
 - (d) that other organ of state and the provider have consented to such procurement in writing.
- (2) Subparagraphs (1)(c) and (d) do not apply if –
- (a) a municipal entity procures goods or services through a contract secured by its parent municipality;
 - (b) a municipality procures goods or services through a contract secured by a municipal entity of which it is the parent municipality.

SECTION 42: PROCURMENT OF GOODS NECESSITATING SPECIAL SAFETY ARRANGEMENTS

- (1) The acquisition and storage of goods in bulk (other than water), which necessitate special safety arrangements, including gasses and fuel, should be avoided where ever possible.
- (2) Where the storage of goods in bulk is justified, such justification must be based on sound reasons, including the total cost of ownership, cost advantages and environmental impact and must be approved by the accounting officer.

SECTION 43: PROUDLY SA CAMPAIGN

- (1) The Municipality supports the Proudly SA Campaign to the extent that, all things being equal, preference is given to procuring local goods and services from:
 - Firstly – suppliers and businesses within the municipality or district;
 - Secondly – suppliers and businesses within the relevant province;
 - Thirdly – suppliers and businesses within the Republic.

SECTION 44: APPOINTMENT OF CONSULTANTS

- (1) The accounting officer may procure consulting services provided that any Treasury guidelines in respect of consulting services are considered when such procurements are made. (Detailed guidelines are available in the National Treasury's Supply Chain Management Office, Practice Note Number SCM 3 of 2003. This incorporates the provision to establish a panel of consultants/list of approved service providers for the rendering of services required on a recurring basis. This panel should be reviewed at least every two years). **Chapter 5: "A Guide for Accounting Officers of Municipalities" issued by National Treasury (Circular 25 – October 2005).**
- (2) Consultancy services must be procured through competitive bids if –
 - (a) the value of the contract exceeds R200,000 (VAT included); or
 - (b) the duration period of the contract exceeds one year.
- (3) In addition to any requirements prescribed by this policy for competitive bids, bidders must furnish particulars of –

-
- (a) all consultancy services provided to an organ of state in the last five years; and
 - (b) any similar consultancy services provided to an organ of state in the last five years.
-
- (4) The accounting officer must ensure that copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the Municipality.
 - (5) The appointment of advisors must also follow the same competitive bidding process as set out in this Policy.
 - (6) No advisor will take any part in the final decision-making process regarding the award of bids.
 - (7) No decision-making authority can be delegated to an advisor.

SECTION 45: DEVIATION FROM, AND RATIFICATION OF MINOR BREACHES OF, PROCUREMENT PROCESSES

- (1) The accounting officer may –
 - (a) dispense with the official procurement processes established by this Policy and to procure any required goods or services through any convenient process, which may include direct negotiations, but only –
 - (i) in an emergency;
 - (ii) Where the accounting officer determines that it is impractical to invite competitive bids for specific procurement such as urgent or emergency cases, or in the case of a sole supplier, the Accounting Officer may in consultation with the Chief Financial Officer procure the goods or services by other means such as price quotations or negotiations, or reduce the required advertising period from 14 days to an appropriately deemed period. The reasons for deviation from inviting competitive bids must be recorded and approved by the Accounting Officer.
 - (iii) Where it can be demonstrated that only one service provider can supply a particular service then a contract can be awarded by the Accounting Officer to that service provider subject to approval by the Bid Adjudication Committee
 - (iv) for the acquisition of special works of art or historical objects where specifications are difficult to compile;
 - (v) acquisition of animals for zoos and/or nature and game reserves; or
 - (vi) in any other exceptional case where it is impractical or impossible to follow the official procurement processes; and

- (b) ratify any minor breaches of the procurement processes by an official or committee acting in terms of delegated powers or duties which are purely of a technical nature.
- (2) The accounting officer must record the reasons for any deviations in terms of subparagraphs (1)(a) and (b) of this policy and report them to the next meeting of the council and include as a note to the annual financial statements.
- (3) Subparagraph (2) does not apply to the procurement of goods and services contemplated in paragraph 12(2) of this policy.

SECTION 46: UNSOLICITED BIDS

- (1) In accordance with section 113 of the Act there is no obligation to consider unsolicited bids received outside a normal bidding process.
- (2) The accounting officer may decide in terms of section 113(2) of the Act to consider an unsolicited bid, only if –
 - (a) the product or service offered in terms of the bid is a demonstrably or proven unique innovative concept;
 - (b) the product or service will be exceptionally beneficial to, or have exceptional cost advantages;
 - (c) the person who made the bid is the sole provider of the product or service; and
 - (d) the reasons for not going through the normal bidding processes are found to be sound by the accounting officer.
- (3) If the accounting officer decides to consider an unsolicited bid that complies with subparagraph (2) of this policy, the decision must be made public in accordance with section 21A of the Municipal Systems Act, together with –
 - (a) reasons as to why the bid should not be open to other competitors;
 - (b) an explanation of the potential benefits if the unsolicited bid were accepted; and
 - (c) an invitation to the public or other potential suppliers to submit their comments within 30 days of the notice.
- (4) The accounting officer must submit all written comments received pursuant to subparagraph (3), including any responses from the unsolicited bidder, to the National Treasury and the relevant provincial treasury for comment.

- (5) The adjudication committee must consider the unsolicited bid and may award the bid or make a recommendation to the accounting officer, depending on its delegations.
- (6) A meeting of the adjudication committee to consider an unsolicited bid must be open to the public.
- (7) When considering the matter, the adjudication committee must consider –
 - (a) any comments submitted by the public; and
 - (b) any written comments and recommendations of the National Treasury or the relevant provincial treasury.
- (8) If any recommendations of the National Treasury or provincial treasury are rejected or not followed, the accounting officer must submit to the Auditor General, the relevant provincial treasury and the National Treasury the reasons for rejecting or not following those recommendations.
- (9) Such submission must be made within seven days after the decision on the award of the unsolicited bid is taken, but no contract committing the Municipality to the bid may be entered into or signed within 30 days of the submission.

SECTION 47: COMBATING OF ABUSE OF SUPPLY CHAIN MANAGEMENT SYSTEM

- (1) The accounting officer must–
 - (a) take all reasonable steps to prevent abuse of the supply chain management system;
 - (b) investigate any allegations against an official or other role player of fraud, corruption, favoritism, unfair or irregular practices or failure to comply with this Policy, and when justified
 - (i) take appropriate steps against such official or other role player; or
 - (ii) report any alleged criminal conduct to the South African Police Service;
 - (c) check the National Treasury's database prior to awarding any contract to ensure that no recommended bidder, or any of its directors, is listed as a person prohibited from doing business with the public sector;
 - (d) reject any bid from a bidder–
 - (i) if any municipal rates and taxes or municipal service charges owed by that bidder or any of its directors to the Municipality, or to any other municipality or municipal entity, are in arrears for more than three months; or

- (ii) who during the last five years has failed to perform satisfactorily on a previous contract with the Municipality or any other organ of state after written notice was given to that bidder that performance was unsatisfactory;
- (e) reject a recommendation for the award of a contract if the recommended bidder, or any of its directors, has committed a corrupt or fraudulent act in competing for the particular contract;
- (f) cancel a contract awarded to a person if –
 - (i) the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract; or
 - (ii) an official or other role player committed any corrupt or fraudulent act during the bidding process or the execution of the contract that benefited that person; and
- (g) reject the bid of any bidder if that bidder or any of its directors –
 - (i) has abused the supply chain management system of the municipality or has committed any improper conduct in relation to such system;
 - (ii) has been convicted for fraud or corruption during the past five years;
 - (iii) has willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - (iv) has been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- (h) No person placing a procurement requisition for goods or services shall understate the requirements of the estimated value with the intention of avoiding a more stringent procurement process. This includes the deliberate splitting of requirements to reduce individual order values. Procurement is limited to R 200,000 per commodity type per month unless a competitive bidding process has been undertaken. The Municipal Manager shall promptly institute disciplinary action against any person infringing this requirement.
 - (i) No official shall engage in contact with a prospective supplier in respect of a quotation or tender which the supplier intends to submit except where clarification of requirements is required from either party, or where the accounting officer may negotiate with identified preferred bidders. Any such communication must be recorded and appropriately filed with the bid documentation.
- (2) The accounting officer must inform the National Treasury and relevant provincial treasury in writing of any actions taken in terms of subparagraphs (1)(b)(ii), (e) or (f) of this policy.

SECTION 48: LOGISTICS, DISPOSAL, RISK AD PERFORMANCE MANAGEMENT

The accounting officer must establish and implement an effective system of logistics management, which must include -

- (a) the monitoring of spending patterns on types or classes of goods and services incorporating, where practical, the coding of items to ensure that each item has a unique number;
- (b) the setting of inventory levels that includes minimum and maximum levels and lead times wherever goods are placed in stock;
- (c) the placing of manual or electronic orders for all acquisitions other than those from petty cash;
- (d) before payment is approved, certification by the responsible officer that the goods and services are received or rendered on time and is in accordance with the order, the general conditions of contract and specifications where applicable and that the price charged is as quoted in terms of a contract;
- (e) appropriate standards of internal control and warehouse management to ensure that goods placed in stores are secure and only used for the purpose for which they were purchased;
- (f) regular checking to ensure that all assets including official vehicles are properly managed, appropriately maintained and only used for official purposes; and
- (g) monitoring and review of the supply vendor performance to ensure compliance with specifications and contract conditions for particular goods or services.

SECTION 49: DISPOSAL

- (1) The criteria for the disposal or letting of assets, including unserviceable, redundant or obsolete assets, subject to sections 14 and 90 of the Act, and council's GRAP policy and procedures.
- (2) Assets may be disposed of by –
 - (a) transferring the asset to another organ of state in terms of a provision of the Act enabling the transfer of assets;
 - (b) transferring the asset to another organ of state at market related value or, when appropriate, free of charge;
 - (c) selling the asset; or
 - (d) destroying the asset.
- (3) The accounting officer must ensure that –
 - (a) immovable property is sold only at market related prices except when the public interest or the plight of the poor demands otherwise;
 - (b) movable assets are sold either by way of written price quotations, a competitive bidding process, auction or at market related prices, whichever is the most advantageous;

- (c) firearms are not sold or donated to any person or institution within or outside the Republic unless approved by the National Conventional Arms Control Committee;
 - (d) immovable property is let at market related rates except when the public interest or the plight of the poor demands otherwise;
 - (e) all fees, charges, rates, tariffs, scales of fees or other charges relating to the letting of immovable property are annually reviewed;
 - (f) where assets are traded in for other assets, the highest possible trade-in price is negotiated; and
 - (g) in the case of the free disposal of computer equipment, the provincial department of education is first approached to indicate within 30 days whether any of the local schools are interested in the equipment.
- (4) In disposing of movable assets, the disposal committee will determine the most advantageous method for sale and adhere to the communication requirements prescribed for quotations. If deemed necessary notification may also be by advertisement in a widely circulated local newspaper, but not limited thereto. In sales by private treaty the disposal committee will approve quotations received.

SECTION 50: RISK MANAGEMENT

- (1) The accounting officer must establish an effective system of risk management for the identification, consideration and avoidance of potential risks in the supply chain management system.
- (2) Risk management must include –
- (a) the identification of risks on a case-by-case basis;
 - (b) the allocation of risks to the party best suited to manage such risks;
 - (c) acceptance of the cost of the risk where the cost of transferring the risk is greater than that of retaining it;
 - (d) the management of risks in a pro-active manner and the provision of adequate cover for residual risks; and
 - (e) the assignment of relative risks to the contracting parties through clear and unambiguous contract documentation.

SECTION 51: PERFORMANCE MANAGEMENT

The accounting officer must establish and implement an internal monitoring system in order to determine, on the basis of a retrospective analysis, whether the authorised supply chain management processes were followed and whether the objectives of this Policy were achieved.

CHAPTER 3 OTHER MATTERS

SECTION 52: DECLARATIONS

- (1) A bidder must, in the stipulated manner, declare that;
 - (a) The information regarding any claim from preference points provided is true and correct
 - (b) The signatory to the bid document is duly authorized; and
 - (c) Documentary proof regarding any bidding issue, will when required be submitted to the satisfaction of the municipality.

SECTION 53: measures to promote local suppliers and smme's

- (1) As far as possible, quotations/tenders should be awarded to local SMME's for the following services;
 - (a) Advertisement, Media, Entertainment and Communication related services
 - (b) Internal and external cleaning services and the provision of cleaning material
 - (c) Catering Services
 - (d) Internal and external furniture and decor
 - (e) Maintenance, repairs, construction and office space
 - (f) Travel co-ordination and community services
 - (g) Perishable food and provision thereof and
 - (h) Stationery stock and printing.

- (2) The following criteria, as determined in the National Small Business Act (Act No. of 1996), will be used to determine if a person/enterprise/business qualify as a SMME
- (a) Total full – time equivalent of paid employees less than 5
 - (b) Total annual turnover of less than R 200 000; and
 - (c) Total gross asset value (Fixed asset excluded) less than R 100 000.00
- (3) If the municipality has the capacity, assistance will be given to local SMME's who were successful bidders to execute the project.

SECTION 52: PROHIBITION ON AWARDS TO PERSONS WHOSE TAX MATTERS ARE NOT IN ORDER

- (1) No award above R 30 000 may be made in terms of this Policy and *regulation* 16 of the Preferential Procurement Policy Framework Act, 2000 to a person whose tax matters have not been declared by the South African Revenue Service to be in order.
- (2) Before making an award to a person the accounting officer must first check with SARS whether that person's tax matters are in order.
- (3) If SARS does not respond within 7 days such person's tax matters may for purposes of subparagraph (1) be presumed to be in order.

SECTION 53: PROHIBITION ON AWARDS TO PERSONS IN SERVICE OF STATE

- (1) Irrespective of the procurement process followed, no award may be made to a person in terms of this Policy
- (a) who is in the service of the state;
 - (b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or
 - (c) a person who is an advisor or consultant contracted with the Municipality.

SECTION 54: PROHIBITION ON AWARDS TO CLOSE FAMILY MEMBERS OF PERSONS IN SERVICE OF THE STATE

- (1) The accounting officer must ensure that the notes to the annual financial statements disclose particulars of any award of more than R 2000.00 to a person who is a spouse, child or parent of a person in the service of the state, or has been in the service of the state in the previous twelve months, including –
 - (a) the name of that person;
 - (b) the capacity in which that person is in the service of the state; and
 - (c) the amount of the award.

SECTION 55: ETHICAL STANDARDS

- (1) A code of ethical standards as set out in subparagraph (2) is hereby established for officials and other role players in the supply chain management system of the Municipality in order to promote –
 - (a) mutual trust and respect; and
 - (b) an environment where business can be conducted with integrity and in a fair and reasonable manner.
- (2) An official or other role player involved in the implementation of this Policy –
 - (a) must treat all providers and potential providers equitably;
 - (b) may not use his or her position for private gain or to improperly benefit another person;
 - (c) may not accept any reward, gift, favor, hospitality or other benefit directly or indirectly, including to any close family member, partner or associate of that person, of a value more than R350;
 - (d) notwithstanding subparagraph (2) (c), must declare to the accounting officer details of any reward, gift, favor, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
 - (e) must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process of, or in any award of a contract by, the Municipality
 - (f) must immediately withdraw from participating in any manner whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;
 - (g) must be scrupulous in his or her use of property belonging to Municipality
 - (h) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –

-
- (i) any alleged fraud, corruption, favoritism or unfair conduct;
 - (ii) any alleged contravention of paragraph 47(1) of this Policy; or
 - (iii) any alleged breach of this code of ethical standards (i) must assist the accounting officer in combating fraud, corruption, favoritism and unfair and irregular practices in the supply chain management system; and
- (i) must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including –
 - (i) any alleged fraud, corruption, favoritism or unfair conduct;
 - (ii) any alleged contravention of paragraph 47(1) of this Policy; or
 - (iii) any alleged breach of this code of ethical standards.
- (3) Declarations in terms of subparagraphs (2)(d) and (e) -
- (a) must be recorded in a register which the accounting officer must keep for this purpose;
 - (b) by the accounting officer must be made to the council of the Municipality who must ensure that such declarations are recorded in the register.
- (4) The National Treasury's code of conduct (**ANNEXURE "E"**) must also be considered by supply chain management practitioners and other role players involved in supply chain management.
- (5) A breach of the code of ethics must be dealt with as follows -
- (a) in the case of an employee, in terms of the disciplinary procedures of the municipality envisaged in section 67(1)(h) of the Municipal Systems Act;
 - (b) in the case a role player who is not an employee, through other appropriate means in recognition of the severity of the breach.
 - (c) In all cases, financial misconduct must be dealt with in terms of chapter 15 of the Act.

SECTION 56: INDUCEMENTS, REWARDS, GIFTS AND FAVORS TO THE MUNICIPALITY'S OFFICIALS AND OTHER ROLE PLAYERS

- (1) No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may either directly or through a representative or intermediary promise, offer or grant –
 - (a) any inducement or reward to the municipality for or in connection with the award of a contract; or
 - (b) any reward, gift, favor or hospitality to –
 - (i) any official; or
 - (ii) any other role player involved in the implementation of this Policy.
- (2) The accounting officer must promptly report any alleged contravention of subparagraph (1) to the National Treasury for considering whether the offending person, and any representative or intermediary through which such person is alleged to have acted, should be listed in the National Treasury's database of persons prohibited from doing business with the public sector
- (3) Subparagraph (1) does not apply to gifts less than R350 in value.

SECTION 57: SPONSORSHIPS

The accounting officer must promptly disclose to the National Treasury and the relevant provincial treasury any sponsorship promised, offered or granted, whether directly or through a representative or intermediary, by any person who is a provider or prospective provider of goods or services; or a recipient or prospective recipient of good disposed or to be disposed.

SECTION 58: OBJECTIONS AND COMPLAINTS AND QUERIES

Persons aggrieved by decisions or actions taken in the implementation of this supply chain management system, may lodge within 14 days of the decision or action, a written objection or complaint against the decision or action.

- (1) The accounting officer must appoint an independent and impartial person, not directly involved in the supply chain management processes –
 - (a) to assist in the resolution of disputes between the municipality and other persons regarding -
 - (i) any decisions or actions taken in the implementation of the supply chain management system; or
 - (ii) any matter arising from a contract awarded in the course of the supply chain management system;
or
 - (b) to deal with objections, complaints or queries regarding any such decisions or actions or any matters arising from such contract.

- (c) Suppliers must provide details of the reasons for their appeal including any noncompliance with this Policy, the MFMA and related legislation. The Accounting Officer shall provide written acknowledgement of the receipt of appeals to the appellant and endeavor to finalize appeals within 10 working days of their receipt. Where this is not possible, the Accounting Officer shall advise the appellant in writing of the reasons for the delay.
 - (d) If the appeal is based on a technically complex matter, the Accounting Officer may engage an impartial external advisor, provided that their engagement is compliant with this Policy and sufficient budgetary provision exists. The Accounting Officer is not bound by any opinion provided.
 - (e) The Accounting Officer will decide if an appeal constitutes sufficient grounds for delay of procurement from the approved supplier, and if a delay is practical. If the Accounting Officer determines there are grounds for delay, the approved supplier will be advised in writing of the reasons for the delay
 - (f) When a ruling on an appeal has been made, the Accounting Officer will advise the appellant in writing of the outcome.
- (2) The accounting officer, or another official designated by the accounting officer, is responsible for assisting the appointed person to perform his or her functions effectively.
- (3) The person appointed must –
- (a) strive to resolve promptly all disputes, objections, complaints or queries received; and
 - (b) submit monthly reports to the accounting officer on all disputes, objections, complaints or queries received, attended to or resolved.
- (4) A dispute, objection, complaint or query may be referred to the relevant provincial treasury if –
- (a) the dispute, objection, complaint or query is not resolved within 60 days; or
 - (b) no response is forthcoming within 60 days.
- (5) If the national treasury does not or cannot resolve the matter, the dispute, objection, complaint or query may be referred to the National Treasury for resolution.
- (6) This paragraph must not be read as affecting a person's rights to approach a court at any time.
- (7) If a service provider acts on behalf of the municipality to provide any service or act as a collector of fees, service charges or taxes and the compensation payable to the service provider is fixed as an agreed percentage of turnover for the service or the amount collected, the contract between the service provider and the municipal entity must stipulate –

-
- (a) a cap on the compensation payable to the service provider; and
- (b) that such compensation must be performance based.

SECTION 59: UNBUDLING STRATEGIES

In order to encourage increased participation and the sustainable growth of the small business sector, the unbundling of larger projects into smaller, more manageable, contracts is encouraged. Unbundling must however be considered in the context of:

- economies of scale being lost,
- abortive work becoming necessary,
- additional demands (not only financial) being placed on the areas resources,
- the risk of later phases not being completed as a result of budget cuts becoming necessary in the future.

Unbundling, and all of its associated

Implications, must therefore be carefully considered at the planning stage of any project and the budgets for, and design thereof, should be structured accordingly. It is important to note that while it is the municipality's policy to procure works in the smallest practicable quantities, the practice of breaking out projects in order to circumvent the formal tender process is not permitted.

SECTION 60: INCREASING EMPLOYMENT OPPORTUNITIES

- It should be noted that one of the municipality's key socio-economic objectives is to facilitate the creation of employment for the people of Masilonyana Local Municipality. Increasing employment opportunities through procurement may be achieved by specifying labour friendly technologies and/or labour intensive methods of construction in the tender documents. The options available in this regard should be investigated to evaluate the positive versus negative impact of any proposals, and to specify labour friendly technologies and/or methods where appropriate. `
- All the advertised projects must, as far as possible be divided between material, labour etc
- In cases where tenders/quotations are invited for labour, it be made a condition that only labour in that specific are/town will be utilised
- In cases where it is not in the interest of Council to divide the project, it be made a condition that he Contractor/tenderer must as far as possible use people for labour from that specific area/town where the project will be executed

- The Accounting Officer can approve non-compliance with the above points if it is not in the interest of council.

SECTION 61: SURETIES FOR DUE PERFORMANCE

Obtaining sureties (guarantees) from financial institutions is one of the major obstacles preventing emerging businesses from participating in Local Government Procurement. The value of the sureties required by the municipality, or waived altogether, in accordance with the class (value) of the contract.

The sureties required for each class of contract are as follows:

- **Micro** waived (that is, no surety is required)
- **Minor (under R 500 000)** 2.5% of the tender sum
- **Major (over R 500 000)** 5% of the tender sum

Sureties in respect of the procurement of goods and services will not generally be called for, but where required, will be in accordance with the limits described above.

SECTION 62: RETENTION

Having a large percentage of the value of work carried out withheld as retention, presents most Contractors with serious cash flow problems, especially in the case of the higher value Major contracts. In order therefore, to lessen the impact of retention monies withheld and to assist less established Contractors in the execution of a contract, retention, on Major contracts only, should be limited to 5% of the tender sum. In order however, to protect the municipality's interests on Minor contracts, where the value of the surety required has been reduced, or even waived, the usual 10% retention shall apply. The value of retention deducted will therefore be as follows:

- **Micro and Minor:** 10% of the value of work carried out with no limit, reducing to 5% for the duration of the maintenance period.
- **Major :** 10 % of the value of the work carried out, up to a limit of 5% of the tender sum, with no reduction for the duration of the maintenance period. Retention in respect of the procurement of goods and services will not generally be called for, but where required, will be in accordance with the limits described above. Financial guarantees may be submitted in lieu of retention.

SECTION 63: PAYMENT TERMS

Payments to SMMEs/HDIs will be made within 14 days of invoice. Other payments will be made within 30 days in terms of the MFMA. (In order to qualify for more frequent or earlier payments, a Contractor must be classified as a SMME with a HDI equity ownership of not less than 50 %).

SECTION 64: COMMENCEMENT

This Policy takes effect on the date it is approved by Council

(ANNEXURE E)

MASILONYANA LOCAL MUNICIPALITY

CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS AND OTHER ROLE PLAYERS

The **purpose** of this Code of Conduct is to promote mutual trust and respect and an environment where business can be conducted with integrity and in a fair and reasonable manner.

General Principles

- The **municipality** commits itself to a policy of fair dealing and integrity in the conducting of its business. Officials and other role players involved in supply chain management (SCM) are in a position of trust, implying a duty to act in the public interest. Officials and other role players should not perform their duties to unlawfully gain any form of compensation, payment or gratuities from any person, or provider/Contractor for themselves, their family or their friends.
- Officials and other role players involved in SCM should ensure that they perform their duties efficiently, effectively and with integrity, in accordance with the relevant legislation, policies and guidelines. They should ensure that public resources are administered responsibly.
- Officials and other role players involved in SCM should be fair and impartial in the performance of their functions. They should at no time afford any undue preferential treatment to any group or individual or unfairly discriminate against any group or individual. They should not abuse the power and authority vested in them.

Conflict of interest

- An official or other role player involved with supply chain management –
 - (a) must treat all providers and potential providers equitably;
 - (b) may not use his or her position for private gain or to improperly benefit another person;
 - (c) may not accept any reward, gift, favour, hospitality or other benefit directly or indirectly, including to any close family member, partner or associate of that person, of a value more than R350;
 - (d) must declare to the accounting officer details of any reward, gift, favour, hospitality or other benefit promised, offered or granted to that person or to any close family member, partner or associate of that person;
 - (e) must declare to the accounting officer details of any private or business interest which that person, or any close family member, partner or associate, may have in any proposed procurement or disposal process, or in any award of a contract by the **municipality**;
 - (f) must immediately withdraw from participating in any manner whatsoever in a procurement or disposal process or in the award of a contract in which that person, or any close family member, partner or associate, has any private or business interest;
 - (g) must declare any business, commercial and financial interests or activities undertaken for financial gain that may raise a possible conflict of interest;
 - (h) should not place him/herself under any financial or other obligation to outside individuals or organizations that might seek to influence them in the performance of their official duties; and
 - (i) Should not take improper advantage of their previous office after leaving their official position.

Accountability

Practitioners are accountable for their decisions and actions to the public.

Practitioners should use public property scrupulously.

- Only accounting officers or their delegates have the authority to commit the municipality to any transaction for the procurement of goods and / or services.
- All transactions conducted by a practitioner should be recorded and accounted for in an appropriate accounting system.
- Practitioners should not make any false or misleading entries into such a system for any reason whatsoever.
- Practitioners must assist the accounting officer in combating fraud, corruption, favouritism and unfair and irregular practices in the supply chain management system.

- Practitioners must report to the accounting officer any alleged irregular conduct in the supply chain management system which that person may become aware of, including:-
 - (i) Any alleged fraud, corruption, favouritism or unfair conduct;
 - (ii) any alleged contravention of the policy on inducements, rewards, gifts and favours to municipalities or municipal entities, officials or other role players; and
 - (iii) Any alleged breach of this code of conduct.

Any declarations made must be recorded in a register which the accounting officer must keep for this purpose. Any declarations made by the accounting officer must be made to the **mayor** who must ensure that such declaration is recorded in the register.

Openness

Practitioners should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only if it is in the public interest to do so.

Confidentiality

Any information that is the property of the municipality or its providers should be protected at all times. No information regarding any bid / contract / bidder / Contractor may be revealed if such an action will infringe on the relevant bidder's / Contractors' personal rights.

Matters of confidential nature in the possession of officials and other role players involved in SCM should be kept confidential unless legislation, the performance of duty or the provisions of law requires otherwise. Such restrictions also apply to officials and other role players involved in SCM after separation from service.

Bid Specification / Evaluation / Adjudication Committees

- Bid specification, evaluation and adjudication committees should implement supply chain management on behalf of the **municipality** in an honest, fair, impartial, transparent, cost-effective and accountable manner.
- Bid evaluation / adjudication committees should be familiar with and adhere to the prescribed legislation, directives and procedures in respect of supply chain management in order to perform effectively and efficiently.
- All members of bid adjudication committees should be cleared by the accounting_officer at the level of "CONFIDENTIAL" and should be required to declare their financial interest annually.

No person should-

- interfere with the supply chain management system of the **municipality**;
or
- Amend or tamper with any price quotation / bid after its submission.

Combative Practices

Combative practices are unethical and illegal and should be avoided at all cost. They include but are not limited to:

- Suggestions to fictitious lower quotations;
- Reference to non-existent competition;
- Exploiting errors in price quotations / bids;
- Soliciting price quotations / bids from bidders / Contractors whose names appear on the Register for Tender Defaulters.

PREFERENTIAL PROCUREMENT POLICY **SUPPLY CHAIN MANAGEMENT POLICY** **DECLARATION OF GOOD STANDING REGARDING TAX**

In terms of Section 16 of the Preferential Procurement Policy Framework Act Regulations 2000 (Act No. 5 of 2000) it is a condition of this tender that the successful tenderer's taxation payments must be in order or that suitable arrangements have been made with the Receiver of Revenue: South African Revenue Services to this end and to their satisfaction.

In cases of Consortiums, Joint Ventures or Partnerships each individual must submit the required Certificate aforementioned.

Failure to submit Valid Tax Clearance Certificate will invalidate the tender.

PARTICULARS OF TAXPAYER/TENDERER

Name of Taxpayer/tenderer	
Trade Name (if applicable)	
Identification No. (If applicable)	
Co. or CC No. (If applicable)	
Income Tax Reference No	
Vat Registration No	
PAYE NO. (If applicable)	
Rates and Services Acc No	
Masilonyana / other	
Person completing form)	
Name	
Address	
Telephone	

SIGNED: _____

SIGNED: _____

TENDERER: _____

WITNESS: _____

MBD 1

**PART A: MBD 1
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MASILONYANA LOCAL MUNICIPAL ENTITY)					
BID NUMBER:	2023/11/002	CLOSING DATE:	19 DECEMBER 2023	CLOSING TIME:	12h00 PM
DESCRIPTION	THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
47 Le Roux Street					
Theunissen					
9410					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	YesNo		B-BBEE STATUS SANAS		YesNo
[A SANAS B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	YesNo		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		YesNo
	[IF YES ENCLOSE PROOF]				[IF YES, ANSWER PART B.3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE		R
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT	SUPPLY CHAIN	CONTACT PERSON	Mr. P. Tshabalala		
CONTACT PERSON	Ms. K. Kotsamere	TELEPHONE NUMBER	057 733 0106		
TELEPHONE NUMBER	073 399 5507	FACSIMILE NUMBER	057 733 2217		
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	tshabap@gmail.com		
E-MAIL ADDRESS	scm@masilonyana.co.za				

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

MBD 4
DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorized representative declare their position in relation to the evaluating/adjudicating authority.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):

3.4 Company Registration Number:

3.5 Tax Reference Number:

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If yes, furnish particulars.....

.....

¹MSCM Regulations: "in the service of the state" means to be –

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official of any municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial public entity; or

(f) an employee of Parliament or a provincial legislature.

² Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.

3.9 Have you been in the service of the state for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars.....
.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
..... **YES / NO**

3.10.1 If yes, furnish particulars.
.....
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.11.1 If yes, furnish particulars
.....
.....

3.12 Are any of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.12.1 If yes, furnish particulars.
.....
.....

3.13 Are any spouse, child or parent of the company's directors, trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**

3.13.1 If yes, furnish particulars.
.....
.....

3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract..... **YES / NO**

3.14.1 If yes, furnish particulars:
.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

Name of Signatory

Signature

Designation of the Deponent

Name of Bidder

Declaration by deponent with regard to the taking of the oath:
I know and understand the contents of this declaration. I
have no objection to taking the prescribed oath.
I consider the prescribed oath to be binding on my conscience.

Date

Place

Who is duly warrants that she/he is authorized to sign this undertaking in the presence of a
Commissioner of Oaths

It is hereby certified that the aforesaid undertaking was signed and sworn to and his/her signature
place thereon in my presence at.....h..... on this.....day
of..... atand the said deponent having
confirmed and acknowledged:-
that he/she knows and understand the contents thereof; that he/she confirms the truth thereof;
that he/she has no objection to taking the prescribed oath; and that he regards the said oath as
binding on his conscience.

Commissioner of Oaths
Signature

FULL NAMES (PRINTED):

DESIGNATION:

PLACE:

DATE:_____

TIME _____

**NOTE: ALL PAGES OF THIS DOCUMENT MUST BE INITIALED BY BOTH THE
DEPONENT AND THE WITNESS**

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE
TO BE FALSE.**

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

MBD 5

DECLARATION FO PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire.

	Circle Applicable	
1.1 Are you by law required to prepare annual financial statements for auditing?	YES	NO
1.2 If YES, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.		
towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?	YES	NO
2.1 If NO, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.		
2.2 If YES, provide particulars.		
.....		
.....		
.....		
years, including particulars of any material non-compliance or dispute concerning the execution of such contract?	YES	NO
3.1 If YES, provide particulars.		
.....		
.....		
.....		
so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?	YES	NO
4.1 If YES, provide particulars.		

.....
.....

If required by 1.1 above, tenderers are to include, at the back of their tender submission document, a printout of their audited annual financial statements.

I, the undersigned, who warrants that they are authorised to sign on behalf of the Tenderer, confirms that the information contained in this form is within my personal knowledge and is to the best of my belief both true and correct, and, if required, that the requested documentation has been included in the tender submission.

NAME (Block Capitals):	_____	Date
SIGNATURE:	_____	_____

SCHEDULE 1: MBD 2 - TAX CLEARANCE CERTIFICATE / SARS PIN

[The Tenderer shall attach a Valid Tax Clearance Certificate. Failure to submit a Valid Original Tax Clearance Certificate will invalidate the tender]

SCHEDULE 2A:MBD 6.1 PREFERENCE POINTS CLAIM FORM

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINT S
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or

at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or 90/10

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	8	4
3	6	3
4	4	2
5	2	1
6	2	1
7	2	1
8	2	1
Non-compliant contributor	0	1.

20/10 points will be allocated to promote this goal. Points will be allocated as follows:

Local area of supplier	Number of Points for Preference	
	80/20	90/10
Within the boundaries of the Masilonyana municipality	10	5
Within the boundaries of Lejweleputswa District	3	3
Within the boundaries of the Free State	2	2
Outside of the boundaries of the Free State	0	0

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
 One-person business/sole propriety
 Close corporation
 Public Company
 Personal Liability Company
 (Pty) Limited
 Non-Profit Company
 State Owned Company
 [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the Contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or Contractor, its shareholders and directors, or only the shareholders

and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: DATE: ADDRESS:

1. SUB-CONTRACTING

1.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

9.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted? %

(ii) the name of the sub-Contractor?

(iii) the B-BBEE status level of the sub-Contractor?

(iv) whether the sub-Contractor is an EME? YES / NO (delete which is not applicable)

2. DECLARATION WITH REGARD TO COMPANY/FIRM

10.1 Name of company/firm

10.2 VAT registration number :

10.3 Company registration number :

10.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

10.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

10.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

10.7 Total number of years the company/firm has been in business?

.....

10.8 I/we, the undersigned, who is / are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the Contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or Contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

SIGNATURE(S) OF BIDDER(S)

2.

DATE:.....

ADDRESS:.....

.....

.....

SCHEDULE 2B: SANAS B-BBEE VERIFICATION CERTIFICATE

[The Tender shall attach a valid original or a certificated copy of the BBBEE Verification Certificate. Failure to submit the certificate will result in a score of zero points]

MBD8

**SCHEDULE 2C: MBD 8 - DECLARATION OF BIDDERS PAST
SUPPLY CHAIN MANAGEMENT PRACTICES**

SCHEDULE 3: FORM MBD 9 - (CERTIFICATE OF INDEPENDENT BID DETERMINATION)

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description) in
response to the invitation for the bid made by:

(Name of Municipality/ Municipal Entity)
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SCHEDULE 4: MBD 2 - TAX CLEARANCE CERTIFICATE / SARS PIN

[The Tenderer shall attach a Valid Tax Clearance Certificate. Failure to submit a Valid Original Tax Clearance Certificate will invalidate the tender]

SCHEDULE 5: CERTIFICATE OF ATTENDANCE AT CLARIFICATION MEETING

This is to certify that:

_____ (Tenderer)

of _____ (address)

was represented by the person(s) named below at the compulsory clarification meeting held for all tenderers at Winburg Town Hall, on **14 September 2023, starting at 11h00am**.

We acknowledge that the purpose of the meeting was to acquaint ourselves with the Site of the works and / or matters incidental to doing the work specified in the tender documents in order for us take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of person(s) attending the meeting:

Name _____	Signature _____
------------	-----------------

Capacity _____	Date & Time _____
----------------	-------------------

Attendance of the above persons at the meeting is confirmed by the Employer's representative, namely:

Name _____	Signature _____
------------	-----------------

Capacity _____	Date & time _____
----------------	-------------------

SCHEDULE 6: CERTIFICATE OF AUTHORITY TO SIGN DOCUMENTS

Indicate the status of the tenderer by ticking box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I, _____, chairperson of the board of directors of _____ hereby confirm that by resolution of the board (copy attached) taken on _____ 20____, Mr/Mrs _____ acting in the capacity of _____, was authorised to sign documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness:

1. _____	_____
	Chairman
2. _____	_____
	Date

B. Certificate for Partnership

I, the undersigned, being the key partners in the business trading as _____
_____ hereby authorise Mr/Mrs _____ acting in the capacity of _____, to sign all documents in connection with the tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms_____as authorised signatory of the

company_____

_____, acting in the capacity of lead partner, to sign all documents in connection with this tender offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

Note: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture shall be appended to this schedule.

D. Certificate for Sole Proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as _____

As witness:

1. _____

2. _____

Signature: sole owner

Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading

as_____hereby authorise

Mr/Mrs_____acting in

the capacity of_____, to sign all documents in connection with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key members upon who rests the direction of the affairs of the close corporation as a whole.

SCHEDULE 7: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 8: PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

If no deviations or modifications are desired, the Schedule hereunder is to be marked NIL and signed by the Tenderer.

No alternative Tender will be considered unless a Tender free of qualifications and strictly on the basis of the Tender Documents is also submitted.

Page/ item	Proposal

Number of sheets appended by the tenderer to this schedule(If nil enter NIL)
(Enter number in word form: e.g. TEN)

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 9: SCHEDULE OF WORK EXPERIENCE OF TENDER

Tenderers shall insert in the Schedule hereunder details of work successfully carried out by them of a similar nature to that for which their tender is submitted. Failure to complete this Schedule will be taken to indicate that the Tenderer has no experience in this class of work.

COMPLETED CONTRACTS / WORK / PROJECTS				
Employer (Name, Tel, Fax, Email)	Consulting Client (Name, Tel, Fax, Email)	Nature Of Work	Value of Work R(M)	Date Completed
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				
Name:				
Tel:				
Fax:				
Email:				

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 10A: PROPOSED SENIOR CONTRACTS MANAGER

Tenderers must complete the questionnaire hereunder giving full details of the Contracts Manager who will be employed on the project and attach CV and relevant required Professional Registrations

FULL NAME OF CONTRACTS MANAGER: _____

HOW LONG HAS HE/SHE BEEN WITH YOUR COMPANY (YEARS)? _____

WILL HE/SHE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE/SHE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE CONTRACTS MANAGER:

NQF RATING _____

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE CONTRACTS MANAGER ON SIMILAR PROJECTS:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 10B: PROPOSED JUNIOR CONTRACTS MANAGER

Tenderers must complete the questionnaire hereunder giving full details of the Contracts Manager who will be employed on the project and attach CV and relevant required Professional Registrations

FULL NAME OF CONTRACTS MANAGER: _____

HOW LONG HAS HE/SHE BEEN WITH YOUR COMPANY (YEARS)? _____

WILL HE/SHE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE/SHE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE CONTRACTS MANAGER:

NQF RATING _____

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE CONTRACTS MANAGER ON SIMILAR PROJECTS:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 11A: PROPOSED ELECTRICAL ENGINEER SITE AGENT

Tenderers must complete the questionnaire hereunder giving full details of the Electrical Engineer Site Agent who will be employed on the project and attach CV and relevant required Professional Registrations

FULL NAME OF ELECTRICAL ENGINEER SITE AGENT: _____

HOW LONG HAS HE/SHE BEEN WITH YOUR COMPANY (YEARS)? _____

WILL HE/SHE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE/SHE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE ELECTRICAL ENGINEER SITE AGENT:

NQF RATING _____

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE ELECTRICAL ENGINEER SITE AGENT ON SIMILAR PROJECTS:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 11B: PROPOSED MECHANICAL ENGINEER SITE AGENT

Tenderers must complete the questionnaire hereunder giving full details of the Mechanical Engineer Site Agent who will be employed on the project and attach CV and relevant required Professional Registrations

FULL NAME OF MECHANICAL ENGINEER SITE AGENT: _____

HOW LONG HAS HE/SHE BEEN WITH YOUR COMPANY (YEARS)? _____

WILL HE/SHE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE/SHE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE MECHANICAL ENGINEER SITE AGENT:

NQF RATING _____

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE MECHANICAL ENGINEER SITE AGENT ON SIMILAR PROJECTS:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

**SCHEDULE 11C: PROPOSED OCCUPATIONAL HEALTH AND SAFETY
(OHS) SITE AGENT**

Tenderers must complete the questionnaire hereunder giving full details of the OHS Site Agent who will be employed on the project and attach CV and relevant required Professional Registrations

FULL NAME OF OHS SITE AGENT: _____

HOW LONG HAS HE/SHE BEEN WITH YOUR COMPANY (YEARS)? _____

WILL HE/SHE BE USED FULL TIME ON THIS CONTRACT? YES/NO

WILL HE/SHE ATTEND ALL REGULAR SITE MEETINGS? YES/NO

DETAIL BELOW THE QUALIFICATIONS OF THE OHS SITE AGENT:

NQF RATING _____

DETAIL BELOW THE RELEVANT EXPERIENCE OF THE OHS SITE AGENT ON SIMILAR PROJECTS:

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

SCHEDULE 12: DAYWORK SCHEDULE

This Daywork Schedule will be used at the discretion of the Client for valuation of extra work which cannot conveniently be valued at rates submitted in the Bill of Quantities. All price rates shall be exclusive of VAT.

The rates entered for labour and materials shall be exclusive of overhead charges and profit, site supervision of staff, insurance, holidays with pay and use and maintenance of small hand tools and non-mechanical plant, travelling allowances, other emoluments and allowances. Provision will be made for the insertion of percentages to cover all these items which are henceforth termed "on-costs", consumable stores, maintenance, etc.

In the case of plant no "on-costs" item is provided. The rate entered shall include any of the above "on-costs" which are pertinent and shall include profit, operator's costs, consumable stores, maintenance, depreciation, etc.

Failure to complete this Schedule may result in the Tender not being considered.

A. LABOUR

Normal Working Time:

1	Labourers	R.....	per day plus	..... %	"On-Cost"
2	CLOs	R	per day plus	..... %	"On-Cost"
3	Tradesmen	R	per day plus	..... %	"On-Cost"
4	Other				
	(a)	R	per day plus	..... %	"On-Cost"
	(b)	R	per day plus	..... %	"On-Cost"

Overtime

1	Labourers	R.....	per day plus	..... %	"On-Cost"
2	CLOs	R	per day plus	..... %	"On-Cost"
3	Tradesmen	R	per day plus	..... %	"On-Cost"
4	Other				
	(a)	R	per day plus	..... %	"On-Cost"
	(b)	R	per day plus	..... %	"On-Cost"

NB: Local Labour Rate: The Masilonyana Local Municipality Council approves and adopts to apply the South African Federation of Civil Engineering Contractors (SAFCEC) wage agreement rates.

B. PLANT

DESCRIPTION	TYPE	ESTABLISHMENT AND DESTABLISHMENT COST	RATE PER HOUR	
			WORKING	STANDING
Trucks and ADTs				
Excavators				
Tractor & Trailer				
Loaders				
Tractor – Loader – Backhoe				
Water Pumps and Leadings				
Sewer High Pressure Jetting				
Other				

SCHEDULE 13: CONSTRUCTION METHODOLOGY AND PROGRAMME

[The tenderer shall hereto attach a construction plan and programme for proposed works]

The tenderer shall attach a preliminary construction approach and programme, to this schedule the tenderer should pay special attention to the following:

- The Construction plan should outline the construction methodology, quality control, proposed work to be subcontracted, plant and equipment resources and construction team profile.
- This programme shall be in the form of a bar chart (Gantt chart) or similar acceptable time/activity form reflecting the proposed sequence and rate of progress of the various activities and the quantities that will be carried out every month under each of the elements, comprising the work for this contract. A critical path must be shown,
- The programme shall also indicate the point where the tenderer intends to commence work operations and the direction in which the work will proceed
- Temporary works that are required in order to keep the Wastewater Treatment Plant Operational while works on the plant are taking place
- Considerations relating to the procurement, supply and installation of mechanical and electrical equipment
- Skills and knowledge transfer to sub-contractors/EMEs/CPG partners
- Local labour management

The tenderer shall also take into account the additional requirements stated in the Scope of Work when drawing up the programme and include a project construction team organogram of the proposed staffing resources.

SCHEDULE 14: QUALITY ASSURANCE

[The tenderer shall hereto attach a valid ISO 9001:2008 Quality Management System Certification certificate]

The tenderer shall attach the company ISO 9001:2008 Quality Management System Certification Certificate. The Quality Management System Certification certificate should be valid for 3 months past the time of the intended BID submission date upon the BID submission. No expired registration or certification certificates will be accepted

SCHEDULE 15: CSD Report

SCHEDULE 16: SCHEDULE OF LOCAL LABOUR EMPLOYMENT

	Total	Men	Women	Youth		Disabled	
				Male	Female	Male	Female
No of Persons planned to be employed							
Average length of employment (days)							
No. of planned person days							

NON-ACCREDITED TRAINING

Training Type	Planned no. of persons to be trained	Average length of planned training	Men	Women	Youth		Disabled	
					Male	Female	Male	Female
Administration								
Technical								
Life skills								
Vocational skills								
Business skills								
Skills training								
Total Training								

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

NOTE:

Tenderers are to submit monthly Local Labour Employment Schedule and Local Labour Training Schedule with their monthly payment certificates.

SCHEDULE 17: CONTRACTOR'S CIDB REGISTRATION CERTIFICATE

[The Tenderer shall attach hereto the Contractor's CIDB Registration Certificate. Failure to submit the certificate with the tender will lead to the conclusion that the Tenderer is not registered with the CIDB and therefore not eligible to tender]

**SCHEDULE 18: LETTER OF GOOD STANDING FOR COMPENSATION
FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993
(ACT NO. 130 OF 1993)**

[The Tenderer shall attach hereto a certified copy of a Valid Letter of Good Standing]

SCHEDULE 19: BANK RATING

SCHEDULE 20: COMPANY REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

[Certified Copies of Registration for Companies, Close Corporation and Partnerships, or Agreements and Power of Attorney for Joint Ventures, or ID Documents for Sole Proprietors, all as referred to in the foregoing forms and T2.1 to be inserted here]

SCHEDULE 20: CONTRACTORS OHS PLAN

[The tenderer shall hereto attach the proposed health and safety plan for proposed construction works]

The tenderer must cover the following components in the health and safety plan

- Project Objectives
- Hazard Identification and Risk Evaluation
- Risk Mitigation Measures
- Management Procedures
- Management Structure, Site Supervision and Responsible Persons including a succession plan.
- Contractor's induction training programme for employees, sub- Contractors and visitors to the Site.
- Health and safety precautions and procedures to be adhered to in order to ensure compliance with the Act, Regulations and Safety Specifications.
- Regular monitoring procedures to be performed.
- Regular liaison, consultation and review meetings with all parties.
- Site security, welfare facilities and first aid.
- Site rules and fire and emergency procedures.

:

SCHEDULE 21: THREE YEAR AUDITED FINANCIAL STATEMENTS

**[The tenderer shall attach hereto their latest three year audited financial statements.
Failure to submit above will invalidate the tender]**

SCHEDULE 22: PROPOSED SUB-CONTRACTORS

[Provide details of intended work to be sub-Contractors]

Item	Description	Unit	Quantity	Rate	Amount

DECLARATION

I hereby certify that.....(Name of Contractor) will
allocate % of the total schedule of works to the amount
of..... (Amount in figures)

.....(Amount in words) for
subcontracting.

SIGNED.....DATE.....,,,

NAME.....POSITION.....

SCHEDULE 23: BANK GUARANTEE or PROOF OF FUNDS (Verified bank statements)

[The tenderer shall hereto attach a bank a guarantee or verified bank statement of not less than R 1 million for the works]

SCHEDULE 24: COMPANY PROFILE

[The tenderer shall hereto attach a company profile explaining works]

Bidders are required to submit a Company Profile that records evidence of company structure and previous work which substantiate their ability to undertake specific tasks. The Company Profile must include the following items:

- a) Proof of Experience in the Industry (project list within last 10 years relevant to similar type of works at treatment plants)
- b) Proof of Locality of Registered Offices
- c) OHSA Policy
- d) Quality Management Plan

PART C1: AGREEMENTS AND CONTRACT DATA

MASILONYANA LOCAL MUNICIPALITY

TENDER NUMBER: 2023/11/002

THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

C1.1 FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

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The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... **Rand (in words)R**

(in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

Signature

Name

Capacity

For the tenderer

(Name and address of organisation)

Name

Signature
of witness Date

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and Contract Data, (which includes this agreement) Part C2:
Pricing Data
Part C3: Scope of work Part
C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any) **or at any other date stipulated by Masilonyana Local Municipality (LM) and agreed by the Tenderer.** Unless the tenderer (now Contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

4. Subject
Details

.....
.....

5. Subject
Details

.....
.....

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract

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**THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS
AND PUMP STATION (CONTRACTOR)**

C1.2 CONTRACT DATA

Part 1: Contract Data Provided by the Employer GENERAL

CONDITIONS OF CONTRACT

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these Conditions of Contract are obtainable from the South African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947, Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Client.

The General Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The General Conditions of Contract shall be read in conjunction with the variations, amendments and additions set out in the Contract Specific Data below. Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

The Contract Data and General Conditions of Contract (GCC) shall have precedence over the Drawings, Scope of Work and Standardized Specifications in the interpretation of any ambiguity or inconsistency between these documents.

VARIATIONS TO GENERAL CONDITIONS OF CONTRACT (CONTRACT SPECIFIC DATA)

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

Part 1: Data provided by the Employer

GCC Clause	Information
-------------------	--------------------

Clause 1.1.1.13:

The Defects Liability Period is **12** months.

Clause 1.1.1.14:

The time for achieving Due Practical Completion is **48 weeks**, exclusive of the 21-day period referred to in Clause 5.3.2 below, and exclusive of non-working days referred to in Clause 5.8.1 below and exclusive of special non-working days (Clause 5.8.1).

Clause 1.1.1.15

The **Employer** is Masilonyana Local Municipality, represented by The Municipal Manager and/or such person or persons duly authorized thereto by the Employer in writing.

and is referred to in this Contract Document by the terms “Employer” as the context provides.

Clause 1.1.1.16

Clause 1.1.1.28

Replace with the following:

“**Scope of Work**” means the document(s) containing the Standard Specifications, the Project/Particular Specifications and the Drawings, that specifies and describes the Works, which are to be provided, and any other requirements and constraint relating to the manner in which the work is to be performed.

Clause 1.1.1.26:

The Pricing Strategy is a Re-measurement Contract.

Add the following Clause after Clause 1.1.1.34

1.1.1.35 “**Drawings**” means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Client or delivered to the Contractor by the Client.

Clause 1.2.1.2

The address of the Employer is: P O Box 8
Theunissen
9410

Clause 4.3:

4.3.1 The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° R63 of 25 January 2002 shall apply to works described in the scope of work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

Add the following clause after Clause 4.3.2.:

4.3.3 The Employer and the Contractor shall enter into an agreement to complete the work required for the construction of the works in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993) and the Construction Regulations promulgated there under.

An agreement is included in the Contract Document (C1.4 of Contract Data) and shall be completed and submitted to the Employer together with a letter of good standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer) within fourteen (14) days after the Commencement Date. The Contractor

shall ensure that any letter of good standing shall be timorously renewed in order that it remains in full force for the duration of the Contract.

Clause 4.5.2

Replace the term “Safety” with “Occupational Health and Safety”

Clause 5.3.1:

The Contractor shall commence executing the Works within 21 days from the Commencement Date.

Notwithstanding the above, the Contractor will not be permitted to commence executing the Works before the following specified items have been submitted and approved:

- (1) Health and Safety Plan (Refer to Clause 4.3)
- (2) Initial programme (Refer to Clause 5.6)
- (3) Security (Refer to Clause 6.2)
- (4) Insurance (Refer to Clause 8.6)
- (5) Occupational Health and Safety Agreement (C1.4 of the Contract Document)
- (6) Letter of Good Standing from the Compensation Commissioner (if not insured with a Licensed Compensation Insurer)
- (7) Detailed methodology of how the Contractor intends to implement the works and Quality Control Forms associated with each element of works to be constructed.

Furthermore, the Contractor must ensure that he obtains the necessary wayleaves in order to carry out the Works within the servitudes of all Authorities with presiding jurisdiction within the bounds of the site. All costs associated with obtaining such wayleaves and conditions required thereof are for the Contractor's account and must be included in the rates.

Clause 5.3.2:

The time to submit the documentation required before commencement with Works execution is 14 days from the Commencement Date.

Clause 5.4.2:

Access to and possession of the site shall not be exclusive to the Contractor insofar as the provisions of Clause 4.8 apply, and where ongoing use by the general public is required.

Add the following clause after Clause 5.4.3:

- 5.4.4 The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site.

Clause 5.5.1

The Works shall be completed within the time frame stipulated or tendered (if applicable) in Schedule 8, exclusive of non-working and special non-working days and the year-end break and inclusive of the 21-day period referred to in Clause 5.3.1 above. (5 working days comprise one week.)

Clause 5.8.1:

The non-working days are Sundays.

The special non-working days are:

- (1) All gazetted public holidays falling outside the year end break.
- (2) The year end break as per the Civil Engineering Industry Annual Shut-down published by SAFCEC (www.safcec.org.za).

Clause 5.12.2.2:

No extension of time will be granted in respect of any delays attributed to normal climatic conditions. Normal climatic conditions shall be deemed to include normal rainfall and associated wet conditions and materials, strong winds and extremes of temperature.

The number of days quoted below shall be regarded as a fair estimate of the delays to be anticipated and allowed for under normal climatic conditions where inclement weather prevents or disrupts critical work.

January	8 days
April	7 days
March	7 days
April	4 days
May	2 days
June	1 days
July	2 days
August	3 days
September	4 days
October	7 days
November	8 days
December	8 days

Only in the case of days lost in excess of the above working days will the Employer grant an extension of time for all full days (excluding Saturdays, Sundays and special non-working days) on which the Client certifies that no work was possible due to inclement weather. All claims for extensions of time due to inclement weather submitted to the Employer by the Contractor shall be accompanied by substantiating facts and evidence.

It shall be further noted that where the critical path is not affected, no extension of time for abnormal climatic conditions or for any other reason will be entertained.

Notwithstanding Clause 5.12.2.2 of the GCC (2015) or any of the above, the Client will only entertain an extension of time without financial remuneration. Should the Contractor wish to allow for this, he shall do so in his rates.

Clause 5.12.3

Add the following to Clause 5.12.3

The cost of time related general items will be calculated on the basis of the number of weeks in Clause 5.5.1 less the 21 day period referred to therein.

Clause 5.13.1:

The following penalties will apply:

- **R1500.00** per calendar day for failure to complete the Works in accordance with the Milestone Dates as set out in Section C3.3.1.1.
- **R1500.00** per calendar day for the late payment of local labour.

Clause 6.2.1:

The Deed of Guarantee is to be delivered to the Employer within 14 days of the Commencement Date. The security to be provided by the Contractor shall be a performance guarantee of **10%** of the Contract Sum. The performance guarantee shall contain the wording of the document included in C1.3.

Clause 6.2.4:

No Advance Payments will be permitted in this contract.

Clause 6.5.1.2.3:

The percentage allowance to cover overhead charges is 10% (maximum)

Clause 6.8.2:

Add the following to Clause 6.8.2:

The Contract Price will not be subject to contract price adjustment.

Clause 6.8.3

Price adjustments for variations in the costs of special materials are not allowed.

Clause 6.8.4:

Add the following to Clause 6.8.4:

Notwithstanding the above, in the event that a public holiday is proclaimed after 28 days before the closing date for tenders, no costs other than those that can be claimed under Clause 5.12.3 shall be added to the contract price.

Clause 6.10

Add the following to Clause 6.10:

Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work.

Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

Clause 6.10.1.5:

The percentage advance on materials not yet built into the Permanent Works is **80%**.

Clause 6.10.3:

Add the following to Clause 6.10.3:

Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to a retention by the Employer of an amount of **10%** of the said amounts due to the Contractor, limited to **5%** of the Net Tender Price. A guarantee in lieu of retention is not permitted.

Clause 6.10.4:

Replace with the following:

The Client shall deliver to the Employer and the Contractor the payment certificate referred to in Clause 6.10.1 within 7 days of the receipt by the Client of the Contractor's said statement. Any dissatisfaction in respect of such payment certificate shall be dealt with in terms of Clause 10.2. The Employer shall pay the amount due to the Contractor within 30 days of the approval of the payment certificate by the Employer. Payment shall be subject to the Contractor submitting a tax invoice, if required by law, to the Employer for the amount due. Invoices must be clearly marked with the Contract and must be addressed to the Masilonyana Local Municipality.

Notwithstanding the above, the Client shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of Clause 4.10.2 and as described in C31: Description and Management of the Works.

Clause 6.10.9:

Replace with the following:

Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Client a final statement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). The Client shall within 14 days issue to the Employer and the Contractor a Final Payment Certificate, the amount of which shall be paid to the Contractor within 30 days of the approval of the Final Payment Certificate by the Employer, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).

Clause 8.6.1.1.2:

The value of Plant and materials supplied by the Employer to be included in the insurance sum is **R 0.00 (Nil)**.

Clause 8.6.1.3:

The limit of indemnity for liability insurance is **R5 000 000.00** for any single claim – the number of claims to be unlimited during the construction and defects liability periods.

Clause 8.6.1.5:

In addition to the insurances required in terms of General Conditions of Contract Clauses 8.6.1.1 to 8.6.1.4 the following insurance is also required:

- (a) Insurance of Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- (b) Insurance in terms of the provisions of the Compensation for Occupational injuries and Diseases Act No. 130 of 1993.
- (c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- (d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.
- (e) The insurance policy held by the Contractor shall cover "wet risks" because a portion of the works will be in the confines of an existing river and stormwater channel.

Clause 8.6.6:

The evidence that the insurances have been effected in terms of Clause 8.6.1, shall be in the form of an insurance broker's warranty worded precisely as given in part C1.6 InsuranceBroker's Warranty.

Clause 9.2.1:

Add the following to Clauses after Clause 9.2.1.3.7:

9.2.1.3.8 The Contractor fails to provide the required guarantee and insurances within the prescribed time.

9.2.1.3.9 The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.

9.2.1.3.9 An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.

Clause 10.5.3:

The number of ad-hoc Adjudication Board Members to be appointed is 1(one).

ADDITIONAL CONDITIONS OF CONTRACT

Add the following clause after clause 10

Clause 11: Details to be confidential

The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Client.

Clause 59: Contractor to Provide Everything Necessary

The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.

Part 2: Data provided by the Contractor

GCC Clause	Information						
Clause 1.1.9	The name of the Contractor is						
Clause 1.2.1.1	The address of the Contractor is: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <u>Physical</u> </div> <div style="width: 45%;"> <u>Postal</u> </div> </div>						
Clause 1.2.1.2	Tel: Fax: Email:						
Clause 6.2.1	<p>The security to be provided by the Contractor shall be one of the following: <i>VAT is to be excluded from the Contract Sum/ value of Works for calculating the percentages</i></p> <table border="1" style="width: 100%;"> <thead> <tr> <th>Type of Security</th><th>Contractor's choice Indicate "Yes" or No"</th></tr> </thead> <tbody> <tr> <td>Performance guarantee of 10% of the Contract Sum plus a retention of 5% of the value of the works</td><td style="text-align: center;">YES</td></tr> <tr> <td>Retention of 10% of the Contract Sum</td><td style="text-align: center;">N/A</td></tr> </tbody> </table>	Type of Security	Contractor's choice Indicate "Yes" or No"	Performance guarantee of 10% of the Contract Sum plus a retention of 5% of the value of the works	YES	Retention of 10% of the Contract Sum	N/A
Type of Security	Contractor's choice Indicate "Yes" or No"						
Performance guarantee of 10% of the Contract Sum plus a retention of 5% of the value of the works	YES						
Retention of 10% of the Contract Sum	N/A						

SIGNATURE:
(of person authorised to sign on behalf of the Tenderer)

DATE:

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THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

C1.3 PRO FORMA FORM OF GUARANTEE

For use with the General Conditions of Contract for Construction Works, Second Edition, 2010. GUARANTOR

DETAILS AND DEFINITIONS

“Guarantor” means:

Physical Address:

“Employer” means:

“Contractor” means:

“Client” means:

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R.....

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R.....

Amount in words:

“Expiry Date” means:

CONTRACT DETAILS

Client issues: Interim Payment Certificates, Final Payment Certificates and the Certificate Completion of the Works as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor’s period of liability shall be from and including the date of issue by this Performance Guarantee and up to and including the Expiry Date or the date of issue by the Client of the Certificate of Completion of the Works or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Client and/or the Employer shall advise the

Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

3. The Guarantor hereby acknowledge that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3.
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provision/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
9. Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
10. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Contractor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
11. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
12. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
13. This Performance Guarantee, with the required demand notices in terms of 4 and 5, shall be regarded as a liquid document for the purpose of obtaining a court order.
14. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at:

Date:

Guarantor's Signatory (1):

Capacity:

Guarantor's Signatory (2):

Capacity:

Witness signatory (1):

Witness signatory (2):

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THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

C1.4 OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

**AGREEMENT IN TERMS OF SECTIONS 36(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
No. 85 OF 1993**

This Agreement is made between _____

(hereinafter called the EMPLOYER) of the one part herein represented by: _____

in his capacity as: _____

AND: _____

(hereinafter called the CONTRACTOR) of the one part herein represented by: _____

in his capacity as: _____

duly authorized to sign on behalf of the CONTRACTOR.

WHEREAS the CONTRACTOR is the MANDATORY of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of

TENDER NUMBER: 2023/11/002: THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

For the construction, completion and maintenance of the works;

NOW THEREFORE the parties agree as follow:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.

2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedure, if any imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING CLIENTS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work in the contract.
4. The CONTRACTOR agrees that any duly authorized officials of the EMPLOYER shall be entitled, although not obliged to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at _____ for and behalf of the **CONTRACTOR**

on this _____ day of _____ 20

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: 1. _____

2. _____

Thus signed at _____ for and behalf of the **EMPLOYER**

on this _____ day of _____ 20

SIGNATURE: _____

NAME AND SURNAME: _____

CAPACITY: _____

WITNESS: 1. _____
2. _____

HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO. 85 OF 1993

Written agreement between Masilonyana Local Municipality (hereinafter referred to as “the Employer”)

and _____ (hereinafter referred to as “the mandatory”) as envisaged by Section 37 (2) of the Occupational Health and Safety Act, No. 85 of 1993 as amended.

I _____

representing _____ (mandatory) do

hereby

Acknowledge that _____ (mandatory) is

an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act No. 85 OF 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory _____

Signature on behalf of Employer _____

Compensation Fund Registration No. of mandatory _____

Good standing Certificate: ☐ yes ☐ no (tick one box)

HEALTH AND SAFETY CONTRACT: GENERAL INFORMATION

1. The Occupational Health and Safety Act comprises Sections 1 to 50 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No. 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including agent, a Contractor or subContractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandatories (Contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandatories must be familiar with the relevant provisions of the Act.
6. Mandatories who utilize the services of their own mandatories (sub-Contractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to conduct the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The Contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the Contractor.
9. The Contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Masilonyana Local Municipality in this respect.
- 10. The Work to be done is: THE REFURBISHMENT OF THE UNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION**
11. The area in which the work is to be undertaken is in Winburg/Makeleketa
12. The Contractor shall familiarize himself with such area and all risks existing thereon and undertakes to report to the representative of the Masilonyana Local Municipality any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the Contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the Contractor to all persons working on or coming into this area.

OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned _____
in my capacity as _____
of the firm _____

1. Hereby undertake to ensure that I/my firm and/or sub-Contractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37 (2) of the said act, as well as any relevant workin, to or on any Masilonyana Local Municipality buildings, construction sitesand/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Masilonyana Local Municipality; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. and as an independent employer and Contractor, hereby indemnity, in terms of the above undertakings, Masilonyana Local Municipality -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or sub-Contractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against Masilonyana Local Municipality and/or any liability that Masilonyana Local Municipality may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, sub-Contractors and/or their employees and visitors or Masilonyana Local Municipality clients or neighbors in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against Masilonyana Local Municipality and any damages for which I, managers or directors of my firm hold Masilonyana Local Municipality liable.
3. My Firm's compensation commissioner number is _____ and I confirm that my firm and its sub-Contractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have authority to sign this indemnity undertaking and that Masilonyana Local Municipality is not obliged to confirm such confirmation.

Signed at _____ this _____ day of _____

Signature

Capacity

As witnesses:

1. _____

2. _____

PART C2: PRICING DATA

MASILONYANA LOCAL MUNICIPALITY

TENDER NUMBER: 2023/11/002

THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION(CONTRACTOR)

C2.1 PRICING INSTRUCTIONS

2. The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Project Specification) and the Drawings.
3. **Measurement and payment** shall be in accordance with the relevant provisions of Clause 8 of each of the SABS 1200 Standardized Specifications for Civil Engineering Construction referred to in the Scope of Work. The Preliminary and General items shall be measured in accordance with the provisions of SABS 1200-A, General.
4. **The units of measurement** described in the Bills of Quantities are metric units.

Abbreviations used in these Bills of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m ²	=	square metre
m ² -pass	=	square metre-pass
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

5. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.

The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.

6. It will be assumed that prices included in these Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount tendered such items
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bills of Quantities.
10. Reasonable compensation will be received where no pay item appears in respect of work required in the Bills of Quantities in terms of the Contract and which is not covered in any other pay item.
11. **The short descriptions of the items** in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.
12. Short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
13. The quantities given in the Bill of Quantities are estimates only, and subject to re-measuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.
14. It is deemed that all costs incurred by the Contractor to ensure conformity with the Environmental Management Specifications, is made in the priced items of the measured Bill following the Preliminary and General Bill and that any increases and decreases in the measured quantities will correspondingly adjust for these charges.

15. Descriptions in the Bills of Quantities are abbreviated and comply generally with those in the SABS 1200 Standardized Specifications.
16. **Where Provisional sums or Prime Cost sums** are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2015. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract. The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any unauthorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.
17. **Incorrect entries shall not** be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialed by the Tenderer.
18. **Arithmetical errors found** in the Bill of Quantities as a result of faulty multiplication of addition, will be corrected by the Engineer at the tender evaluation stage, in accordance with the procedure set out in the Tender Data.
19. **Monthly payments Unless** otherwise specified in the Specifications and Project Specifications, progress payments in Interim Certificates, referred to in Clause 6.10 of the General Conditions of Contract 2015, in respect of "sum" items in the Bill of Quantities shall be by means of interim progress installments assessed by the Engineer and based on the measure in which the work actually carried out relates to the extent of the work to be done by the Contractor
20. **Product names** wherever reference has been made to product names, it also includes all similar Masilonyana LM approved product names. Should alternative products be included, all relevant information to be supplied for approval by the Masilonyana LM.
21. Those parts of the contract to be constructed **using labour-intensive methods** have been marked in the Bill of Quantities with the letters PLIS filled in against every item sodesignated the works, or parts of the work so designated are to be constructed using labour-intensive methods only.

C2.2 BILL OF QUANTITIES

PART C3: SCOPE OF WORK

MASILONYANA LOCAL MUNICIPALITY

TENDER NUMBER: 2023/11/002

THE REFURBISHMENT OF THEUNISSEN WASTEWATER TREATMENT WORKS AND PUMP STATION (CONTRACTOR)

PART C3 SCOPE OF WORK

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STATUS

In the event of any discrepancy between the Scope of Works conflict with any requirement and a part or parts of SANS Standardized Specifications, the Bill of Quantities, any Drawings or the Project Particular Specifications, the order of precedence listed below shall be considered and prevail in the Contract:

1. The Project Particular Specifications form an integral part of the Contract Documents
2. Supplemented by the Standard Specifications.
3. In the event of any discrepancy with a part or parts of the Standard or Particular Specifications, the Scope of Works and Drawings shall take precedence.

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Employer's objectives

The main objective under this contract/project is to appoint a qualified Contractor to undertake activities to refurbish (remove damaged assets, replace, test, commissioning, operate and maintain) the existing Masilo WWTW and Theunissen Sewer Pump Station (SPS) of the existing sewer network to a functional and operable state within its existing designed capacities (3,5 ML/day and 0,5 ML/day respectively).

C3.1.2 Overview of the Works

The focus of the contract will be on addressing facility repairs and maintenance initiatives. The core quantum of works to be carried out include replacement of electrical, mechanical equipment and civil works for the refurbishment of the Masilo WWTW and Theunissen Sewer Pump Station. Ancillary works include ad-hoc refurbishment of existing structures primarily for the functionality of wastewater treatment works infrastructure. These existing structures where works will be carried out include buildings, pavements, building plumbing & lighting, signage, fencing, security services and supporting framework for the operation and maintenance activities of the plants.

Masilonyana LM Water and Sanitation Technical Department will appoint an Engineer's Representative per defined jurisdiction to manage this Contract on its behalf. The Engineer's Representative shall, inter alia, be responsible for authorities/approvals, scrutinize and audit payment claims and monitor Contractor performance.

C3.1.3 Extent of the Works

The Contract involves the design, manufacture, supply, delivery, offloading, storage, installation, testing, pre-commissioning, commissioning, operation and maintenance and handing over and rectification of defects during the Defects Liability Period of the electrical, mechanical and civils installation/construction work for the refurbishment of the Masilo WWTW and Theunissen SPS in Theunissen, Free State within the Masilonyana LM jurisdiction.

The Works to be carried out by the Contractor under this Contract for the **Masilo WWTW** site comprises mainly of the following components:

- a) Head Of works
 - i. Installation of new six (6) new sluice gates at the inlet works
 - ii. Refurbishment of the mechanical screen
 - iii. Installation of a transformer at the head of works
 - iv. Installation of an ultrasonic meter
 - v. Installation of 2 new grit trap motors

-
- vi. Refurbishment of grit removal pump
 - vii. Installation of new transformer at the Water Treatment Works.
- b) Return Activate Sludge house
- i. Installation of new six (6) new sluice gates at the inlet works
 - ii. Refurbishment of the existing mechanical screws
 - iii. Refurbishment of existing screw pumps
 - iv. Installation of new screw pump
 - v. Refurbishment of the pumps building house
 - vi. Installation of new electrical panel
- c) Aerobic and anaerobic basin
- i. Refurbishment of the existing aerator
 - ii. Installation of new aerator
 - iii. Refurbishment of overflow weir
 - iv. Installation of four (4) new sludge gates
 - v. Installation of new flow meter
 - vi. Desludging of aged sludge and vegetation
- d) Settling tank A and B
- vii. Refurbishment of rotatory bridges
 - viii. Refurbishment of scum overflow component
 - ix. Refurbishment of v-notch weir in both settling tanks A and B
 - x. Installation of new aerator
 - xi. Replacement of the Sludge pump
- e) Disinfection room and contact channels
- xii. Refurbishment of pump house
 - xiii. Installation of new chlorine gas pumps
 - xiv. Installation new effluent discharge flow meter
- f) Security Provisions:
- xv. Installation of security fencing around property perimeter
 - xvi. Installation of front access vehicle sliding gate
- g) Building facilities Provisions:
- xvii. Installation of security burglar bars on building windows around property
 - xviii. Revamp of building plumbing
 - xix. Revamp of building electrical wiring, plugpoints DBs etc
 - xx. Revamp of building ablution facilities
 - xxi. Revamp of building storage room and admin room facilities

The Works to be carried out by the Contractor under this Contract for the **Theunissen SPS** site comprises mainly of the following components:

- a) Refurbishment of Pump Station
- xxii. Installation of new pumps at the pumps station
 - xxiii. Installation of new transformer
 - xxiv. Construction of robust housing and installation of new electrical control panel
- b) Security Provisions:
- xxv. Installation of security fencing around property perimeter
 - xxvi. Installation of front access vehicle sliding gate

This description of the project works is not necessarily complete and is merely and outline of the contract work activities. The works description shall not limit the work to be carried out by the

Contractor under this Contract and any deviations shall be aligned to the employers objectives..

The extent of works is indicated the standard and particular specifications herein and on the drawings. Approximate quantities of each type of work are given in the Bill of Quantities. However, if during the course of construction conditions are found to differ from those anticipated, the Engineer reserves the right to modify the scope of work to suit the prevailing conditions and circumstances. Variations Introduced in this manner will be measured and paid for in terms of the provisions of the contract.

C3.1.4 Location of the Works site

The Project sites are located in Theunissen approximately 98km North east of Bloemfontein situated in the Free State Province, South Africa.

C3.1.5 Access to Works site

The provided coordinates may be used to access the site.

C3.1.6 Services known to be in the vicinity of the site

Existing services on site include water pipes, sewer pipes, stormwater pipes, access roads, and electrical cables.

C3.1.7 Changes to scope of work

It is a condition of this contract that the employer reserves the right to limit the total expenditure on the Works due to possible budget constraints. Should the tender sum exceed the budgeted amount, the scope of the works may be reduced at any time before or during the contract period to ensure that the final contract amount does not exceed the budgeted amount.

C3.1.8 Local Representation of work

Up until the issue of the final performance completion certificate, the Contractor shall be available to attend to ad-hoc and normal technical meetings at all reasonable times, within a 24 hour response time. Should the Contractor be based outside of Free State provincial area, the Contractor shall designate a Local Representative, based in Free State, with sufficient authority and experience to attend to all such call outs. No additional compensation for travel will be payable in this respect. The representation shall have the authority to make necessary decisions. There shall be adequate Free State based staff available for the workshops, site installations at all times during the contract and including the defects notification period.

C3.2 ENGINEERING

C3.2.1 Design services and activity matrix

The Employer is responsible for the design of the Permanent Works.

The Contractor shall be responsible for the design of:

- (a) The temporary works and their compatibility with the permanent works
- (b) The Contractor shall supply all details necessary to assist the Engineer in the compilation of the as-built drawings.

C3.2.2 Employer's design

The Employer's design is based on available information and the finalization of details may need to take place after the existing services have been exposed.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure located, exposed, repaired, removed or relocated during the Contract.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued.

No drawings will be prepared by the Employer but GIS shapefiles shall be handed over such that the Contractor will be able to find the water pipeline infrastructure.

C3.2.3 Contractor's design

Where the Contractor is to supply the design of designated parts of the permanent Works or temporary Works, he shall supply full working drawings supported by a professional engineer's design certificate.

The Contractor is responsible for the performance of his equipment to comply with these specifications. Concept and basic design have been carried out by the Engineer using generic equipment as a model. The Contractor is responsible for the detail design and goodness of fit of all the equipment offered by him, into the overall design concept. In all cases the Contractor is to design, supply, deliver and install the equipment specified hereinafter.

C3.2.4 Drawings

The drawings form part of the tender document and are issued for tender purposes only.

The appointed Contractor will be supplied with one A1 paper print and a pdf copy on CD of each of the drawings. This print and pdf copy are issued free of charge and the Contractor will need to make or obtain any additional prints he may require at his own cost.

The Contractor shall use only the dimensions stated in figures on the Drawings in setting out the Works, and dimensions shall not be scaled from the Drawings, unless required by the Engineer. The Engineer will, on the request of the Contractor in accordance with the provisions of the Conditions of Contract, provide such dimensions as may have been omitted from the Drawings.

The Contractor shall ensure that accurate as-built records are kept of all infrastructure installed or relocated during the Contract. The position of pipe bends, junction boxes, duct ends and all other underground infrastructure shall be given by either co-ordinates, or stake value and offset. Where necessary, levels shall also be given. A marked-up set of drawings shall also be kept and updated by the Contractor. This information shall be *supplied* to the Engineer's Representative on a regular basis.

All information in possession of the Contractor, required by the Engineer and/or the Engineer's Representative to complete the as-built/record drawings, must be submitted to the Engineer's Representative before a Certificate of Completion will be issued. Retention monies normally due

before commencement of the maintenance period will not be released until As-Built drawings have been prepared, issued and approved to the satisfaction of the Engineer.

The Drawings prepared by the Employer for the permanent Works are listed and bound in a separate volume. The Employer reserves the right to issue amended and/or additional drawings during the Contract.

C3.2.5 Equipment/Installation Acceptance Testing

Testing and commissioning of the entire works to the relevant discipline of work scope (mechanical, electrical etc...) must be covered by the Contractor over the duration of the contract and the defect liability period (for unplanned defective product/installation replacements and all necessary costs for obtaining compliance certification and issuing of Certificates of Completion pertaining to the relevant discipline of works must be completed by the Contractor. An allowance in the BOQ has been made under testing and commissioning for this scope.

C3.2.6 Equipment/Installation Operation and Maintenance Records Management

The Contractor will also be responsible for providing electronic copy (softcopy) and hardcopy manuals (X2 copies) for each approved product/equipment been installed for the entire works to the relevant discipline of work scope (mechanical, electrical etc...) .

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedures

C3.3.1.1 Requirements

The Employer intends through this Contract to provide work opportunities for the local residents. This Contractor shall therefore employ local labour where possible.

C3.3.2 Employment targets

C3.3.2.1 Employment of local community labour

The maximum possible number of workers must be employed from the ranks of the currently unemployed persons in the local community.

To this end the Contractor is required to give preference to the use of local community labour and limit the use of non-local labour to key personnel only.

Local community labour is defined as people who reside in Masilonyana LM wards and whose name appears on the local unemployed labour list.

Key personnel are defined as supervisors, team leaders and skilled labourers without whom a specific task cannot be completed.

The target for local labour is **50%** of non-key personnel.

C3.3.2.2 Employment of women

The target for employment of women is **30%** of the total workforce.

C3.3.2.3 Employment of youth

The target for employment of youth (18-25 years of age) is **30%** of the total workforce.

C3.3.2.4 Employment of disabled people

A minimum of one (1) disabled person must be employed on this contract.

C3.3.2.5 Remuneration of local labourers

The minimum wages for local labourers shall be:

- a) Skilled labour – R 220 per day
- b) Unskilled labour – R 180 per day

C3.3.2.6 Construction Emerging Micro Enterprises / Targeted Enterprises Contract Participation Component

The Contractor will be required to appoint Construction Targeted Enterprises (EME's/SMME's) to ensure that thirty **percent (30%) of the works value (excluding VAT, CPA, contingencies) and includes and specialist materials and variation orders** as defined in the scope of works and contract data is outsourced for procurement for benefit to local economic development and enterprise skills growth. All EME appointments must be performed in Consultation with the Masilonyana LM/Engineer Representative and must be in line with the Procurement Policy provided under Schedule 14: Masilonyana LM Supply Schain Policy of this BID document

C3.3.3 Contractor's Staff

It is required that the Site Agent for this project to have a NQF level 6 qualification. If the Contractor fails to produce such person a suitable Site Agent will be appointed by the Client and paid in full by the Contractor.

C3.4 MANAGEMENT

C3.4.1 Management of the Works

C3.4.1.1 Planning and programming

C3.4.1.1.1 Submitted programme

The Contractor's programme, required in terms of Clause 5.6.1 of GCC 2015, shall be in a bar chart form.

In addition to the requirements of Clause 5.6.1 of GCC 2015, the Contractor's programme shall show:

- a) The various activities, related to a time scale, for each element of the Works, including those of Nominated and/or Sub-Contractors, in sufficient detail to be able to assess construction progress,
- b) Critical path activities and their dependencies,
- c) Key dates in respect of work to be carried out by others,
- d) Key dates in respect of information to be provided by the Engineer and/or others,

If any change to the critical path occurs, the Contractor shall as soon as practicable notify the Engineer in writing.

The Contractor's programme and method statement will not be accepted as the basis for claims for additional compensation without due reference to all relevant associated factors.

C3.4.1.1.2 General Allowances

When drawing up his programme, the Contractor shall, take into consideration and make allowance for, inter alia:

- a) Expected weather conditions and their effects,
- b) Known physical conditions or artificial obstructions,
- c) Searching for, dealing with and carrying out alterations to the existing services,
- d) The accommodation of public access and traffic,
- e) The provision and implementation of the health and safety plan in terms of the Construction Regulations, 2014 of the Occupational Health and Safety Act, and
- f) The design, testing and approval of the concrete mixes.

C3.4.1.2 Review of progress

The Contractor shall review his progress each month and should progress lag behind the latest accepted programme, by more than 2 weeks, he shall submit a revised programme and method statement of how he proposes to make up the lost time. If, in the opinion of the Engineer, such revised programme will not make up the lost time, the Engineer shall have the right to request the Contractor to reorganize his work in a manner which will ensure an acceptable programme. Claims for additional payment to meet any costs incurred due to such reorganization will not be accepted.

C3.4.1.3 Methods and procedures

C3.4.1.3.1 Method statements

When requested by the Engineer, the Contractor shall submit, within 2 weeks (14 days) of date of such written request, a method statement detailing the Contractor's proposed construction procedure of certain elements of the Works.

No work shall commence before the method statement has been submitted and approved. The approval shall not relieve the Contractor from his responsibilities in terms of the General Conditions of Contract.

C3.4.1.3.1 Neatness of the site

The general neatness and tidiness of the vicinity of Theunissen and Masilo are of particular concern. The Works will be visible to the public. The Contractor shall, therefore, on a day-to-day basis, keep the area of the Works and site housekeeping in a condition acceptable to the Engineer.

C3.4.1.4 Weather conditions

C3.4.1.4.1 Extension of time for completion resulting from abnormal rainfall

Extension of time for completion will not be considered for normal rainfall but only for abnormal rainfall or saturated conditions and will be calculated in accordance with the following method:

- a) The Contractor shall, in his programme, allow for the anticipated number of working days on which work could be delayed - as given in the Schedule below.
- b) Extension of time will be calculated for each calendar month or part thereof over the full period for the completion of the Work, plus any approved extension thereof, as follows:
 - i) A delay caused by abnormal rainfall will only be accepted for extension of time if, in the opinion of the Engineer, it delays an item or items which lie on the critical path determined by the Contractor's programme. Only delays on working days will be considered.
 - ii) Abnormal rainfall will be considered to be days, as approved, on which rain delayed operations, less the anticipated number of days given in the Schedule below.
 - iii) The net extension of time determined for each month, which may be negative, shall accumulate algebraically to determine the net number days for extension of time due to abnormal rainfall, but a negative total at the end of the construction period will not be taken into account.
 - iv) Where a portion of a month is involved, a pro rata number of days shall be calculated.

SCHEDULE

Anticipated number of working days on which work could be delayed because of rainfall and saturated conditions.

Month	Days	Month	Days
January	10	July	2
February	9	August	3
March	9	September	6
April	6	October	9
May	2	November	10
June	1	December	10

C3.4.1.4.2 Recording of weather

The Contractor shall provide a rain gauge as directed by the Engineer and precautions shall be taken to restrict access to the rain gauge by unauthorized persons.

C3.4.1.5 Quality plans and control

The Contractor shall prepare a quality management plan to be followed during the course of the Contract.

The quality management plan shall

- i. clearly indicate the methods, programmes, procedures and other methods that the Contractor intends using as process control to ensure compliance of materials and workmanship with the requirements of the Contract (process control testing)
- ii. Include the proof of status of calibration of all measuring devices that are to be used during the course of the Contract.

C3.4.1.6 Environment

C3.4.1.6.1 Protection of the environment

C3.4.1.6.1.1 Environment management plan

The Contractor shall comply with the provisions of the environmental management specification.

C3.4.1.7 Format of communications

Communications and instructions shall be given in writing and sent either by post, or facsimile. Site instructions shall be given in the Site Communication Book, which shall be a triplicate book provided by the Contractor.

C3.4.1.8 Management meetings

The Contractor will be required to attend the following site meetings during the term of the contract:

- a) An inaugural site meeting to be held within three weeks after the Commencement Date.
- b) Monthly site meetings from the order to commence the Works until the Completion of the Works.
- c) Monthly Health and Safety meetings.

C3.4.1.9 Daily records

Daily records of all site activities and progress of work shall be kept by the Contractor. Any possible causes for delay to the Contract or which may result in additional costs to the Employer shall be recorded as clearly as possible. The records shall also include the plant on Site and personnel employed. The records shall be kept at all times in the Engineer's Site Office.

C3.4.1.9.1 Monthly labour returns

The Contractor shall submit with each statement for payment a labour return showing the Number Person Days and Labour Days recorded for the Contract. The returns shall be similar to the format approved by the Engineer.

C3.4.1.10 Lighting

Should the Contractor wish to undertake work when natural lighting is inadequate for the type of work to be performed, he shall, at his own expense, provide and maintain in good and safe condition adequate high-powered flood lighting for all the work areas where he is operating.

C3.4.1.11 Payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the General Conditions of Contract shall be prepared in accordance with the standard payment certificate prescribed by the Engineer and shall be provided electronically in Microsoft Excel format.

All costs incurred by the Contractor resulting from the preparation and submission of the statements shall be borne by the Contractor.

C3.4.2 Site establishment

C3.4.2.1 Services and facilities existing and/or provided by the Employer

C3.4.2.1.1 Water and power supply and other services

The Contractor shall make his own arrangements and pay all installation and consumption charges for the supply of water, electrical power and other services required.

C3.4.2.1.2 Camps and depot

The Contractor may erect his site offices and storage depot within the boundaries of the area indicated by the Engineer.

No housing is available and the Contractor shall make his own arrangements to house his employees and transport them to and from the Site. All arrangements for housing workmen shall be made in accordance with and subject to applicable regulations and requirements.

C3.4.2.2 Facilities provided by the Contractor

C3.4.2.2.1 Facilities for the Engineer

The Contractor shall provide for the use of the Engineer, maintain and service, as applicable, the following facilities as specified in SANS 1200 AB and SDAB:

- a) two nameboards,
- b) one furnished office,
- c) conference room (furnished),
- d) latrine and ablution facilities,
- e) carport for 2 vehicles,
- f) 2 x Smart Phone
- g) photo-copying machine,
- h) I7, 16GB Ram notebook computer and A3 printer / scanner,
- j) survey equipment,
- k) a site instruction book,
- l) protective clothing,
- m) safety equipment,
- n) medical facilities,

Unless specified otherwise, on completion of the Works these facilities shall revert to the Contractor who shall remove them from the site excluding items f, g and h.

The term "use of the Engineer" will be deemed to include, as appropriate, use by the Engineer's staff and the Engineer's Representative and his staff.

C3.4.3 Existing services

C3.4.3.1 Treatment of existing services

C3.4.3.1.1 Continuance of operation of existing services

All existing services shall be maintained in operation, unless prior arrangements have been made with the relevant authority and written permission for an interruption of the service has been granted and adequate notice has been given to the affected residents.

C3.4.3.1.2 Continuous operation of existing works

The construction works take place around existing services. Existing works must remain in operation at all times. The Contractor shall ensure that, wherever possible, the Employer's personnel have unhindered access to, and use of, all parts of the existing works at all times, as necessary.

The Contractor's operations shall also be carried out in such a way as to minimize the formation of dust and the fouling of water in the existing works.

The Contractor shall provide sufficient notice to the Engineer when he intends to interrupt the operations of the existing works in order to effect connections with the new works. Approval for such work will be given only when the timing of the work is suitable to the Employer.

C3.4.3.1.3 Connection to existing services

All connections to the existing systems shall be undertaken in a manner and at times to be approved by the Engineer. It is anticipated that this work may have to be done at night in order to minimise inconvenience to users. No claims for additional payment will be considered in this regard.

C3.4.3.1.4 Permits and way leaves

A wayleave from the Electrical Board of the Masilonyana Local Municipality will be required prior to the Contractor commencing work on Site.

C3.4.4 Occupational Health and Safety Specifications

1. PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Masilonyana Local Municipality, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there- under. The Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the Contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Masilonyana Local Municipality is tasked to provide upgrading the outfall sewer pipe and installation of a sewer pump station. In this a high premium is to be placed on the health and safety of the most valuable assets of the Masilonyana Local Municipality. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Masilonyana Local Municipality and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognizance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

Masilonyana Local Municipality is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Contractor (and his /her Contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Masilonyana Local Municipality. The Contractor (and his /her Contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Contractor (and his /her Contractor); and
- d) the Contractor's (and his /her Contractor) health & safety plan.

To serve to ensure that the Contractor (and his /her Contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulations (2014).

To inform the Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Health & Safety Specification” – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the Contractors when preparing their tenders or bids to clients.

“Health & Safety Plan” – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

“Agent” – means any person who acts as a representative for a client;

“Client” – means any person for whom construction work is performed;

“Construction Health & Safety Agent (SACPCMP)” – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Contractors;

“Contract Amount” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the Contractor.

“Practical Completion Certificates” A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

“Accident” – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

“Hazard” – means anything including work activities and practices with the potential to cause harm;

“Risk” – means the likelihood that harm will occur and the subsequent consequences.

“Risk assessment” – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

“Health and Safety File” – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- a) The Client and/or its Agent on its behalf to ensure that the Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Contractor or his/her appointed Contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the Contractor to become part of site records (Health & Safety File).

- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	Contractor
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	Contractor
15.	12(2)	Supervisor of temporal work operation	Contractor
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 Communication, Participation & Consultation

- 5.2.1 ~~Occupational Health & Safety matters/issues shall be communicated between the Employer, the Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.~~
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')
- 5.2.4 The Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and Contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The Contractors working for the "client" are seen to be in two categories,
- c The Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all Contractors on the project site.

1. RESPONSIBILITIES

7.1 Client

The Client or his appointed Agent on his behalf will appoint each Contractor for this project or phase/section of the project in writing for assuming the role of Contractor as intended by the Construction Regulations.

The Client or his appointed Agent on his behalf shall discuss and negotiate with the Contractor the contents of the health and safety plan of the both Contractor and Contractor for approval.

The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

The Client or his appointed Agent on his behalf, will prevent the Contractor and/or the Contractor from commencing or continuing with construction work should the Contractor and/or the Contractor at any stage in the execution of the works be found to have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

7.2 Contractor

- a) The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify Masilonyana Local Municipality of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-Contractors for which he has to take responsibility in terms of this contract.
- e) The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Potential Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)
- g) The Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-Contractor.
- i) The Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-Contractors in terms of the Act and the Construction Regulations are complied with as if they were the Contractor.
- k) The Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor

The Contractor must demonstrate to the Contractor that he has the necessary competencies and

resources to perform the construction work safely.

7.4 Responsibilities of **Construction Health & Safety Agent (SACPCMP)**

The construction Health & Safety Agent act as a link between the client, Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

- a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example, discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

8. **SCOPE OF WORK**

These specifications are applicable to the specific scope of work pertaining to the above- mentioned project as detailed in the tender documents, this amongst all includes for example:

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
 - Site clearance
 - Site hoarding, demarcation and demolition works
 - excavations, filling, compaction, evening surface
 - Piling (by drilling, excavating,)
 - Temporal works
- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runaway, sewer, or water reticulation system or any civil engineering structure or type of work
- c) Construction of a new two storied Administration building.
 - Preparation of site by leveling, compaction etc.
 - Excavations for parking areas/services

9. **PREPARING A HEALTH & SAFETY PLAN**

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of Contractors at the workplace at any one time) and the risks involved in the work. ~~The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.~~
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The Contractor should prepare a H&S plan that includes
- project information;
 - client requirements for H&S management on the project;

Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the Contractor, to control significant site H&S risks; H&S file & project H&S review.

- (d) The H&S plan should include the following information:
- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details; details of the Contractor;
 - details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
 - details on how sub-Contractors will be managed and monitored, including how the Contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of sub-Contractors and how non-compliance will be handled; and
 - details on how the risks associated with falls, falling objects, moving plant, electrical work and all high-risk construction work that will take place on a construction project will be managed.
- (e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;
 - the development of a construction project traffic management plan;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
 - workplace security and public safety; and
 - ensuring workers have appropriate licences and training to undertake the construction work.

- (f) The H&S plan must contain:
- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
 - the project program or schedule details, including start and finish dates, showing principal activities;
 - details of client, design team, Contractor, sub-Contractors, and major suppliers; and
 - extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

- a) The H&S file is a document prepared by the Contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.

- b) The Contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The Contractor must ensure that the client's format and layout of the H&S file is adhered to. The Contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The Contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.

11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its Agent.

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the

Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

- a) The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
 - i. dies
 - ii. becomes unconscious
 - iii. loses a limb or part of a limb
 - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
 - ~~ii. the health or safety of any person was endangered~~
 - iii. where a dangerous substance was spilled
 - iv. the uncontrolled release of any substance under pressure took place
 - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
 - vi. Machinery ran out of control, to the Provincial Director of Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
- b) The Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- d) The Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
The Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- (e) The results of the investigation to be entered into the Accident/Incident Register listed above.
(General Administrative Regulation 9)
- (f) The Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (g) The Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
- (i) Reporting Of Near-Misses
- Masilonyana Local Municipality views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - Masilonyana Local Municipality retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) *Site OH&S Rules*

The Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

b) *Security Arrangements*

The Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Appointment of Health & Safety Representatives

a) *H&S Representatives ('SHE – Reps')*

Where the Contractor employs more than 20 persons (including the employees of other Contractors (sub-Contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.1.2 Duties and Functions of the H&S Representatives

- The Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team

12.1.3 Establishment of H&S Committee(s)

- The Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Contractor's Health and Safety Plan and Health and Safety File.

a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

b) Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

c) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with HIV & aids other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Any welding work
- k) Loading & offloading of trucks
- l) Driving & operations of Construction vehicles & mobile plant
- m) Temporal works and
- n) Construction work as defined in the construction regulation 2014

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

C3.4
Management

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> Hazard Identification carried out/Recorded Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports.

		<ul style="list-style-type: none"> • Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	<ul style="list-style-type: none"> • H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-Contractors)	<ul style="list-style-type: none"> • Written agreement with (Sub-)Contractors • List of Sub-Contractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	<ul style="list-style-type: none"> • Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	Investigation and Recording of Incidents	<ul style="list-style-type: none"> • All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	Fall Prevention & Protection	<ul style="list-style-type: none"> • Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated

		<ul style="list-style-type: none"> • Available on Site
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		<ul style="list-style-type: none"> • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> • Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	Ramps	<ul style="list-style-type: none"> • Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register

		<ul style="list-style-type: none"> • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - daily by operator <ul style="list-style-type: none"> - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> • Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> • Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on register. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> • Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries

General Safety Regulation 2	Personal Safety Equipment (PSE)	<ul style="list-style-type: none"> • PSE Risk Assessment carried out • Items of PSE prescribed/use enforced
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15. THE CONTRACTOR'S GENERAL DUTIES

- The Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.
- The project under control of the Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Contractor and the client, provided such intervals will not exceed periods of one month.
- The Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE CONTRACTOR'S SPECIFIC DUTIES

The Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

17. THE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The Contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE CONTRACTOR

Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

In promotion of environmental control all waste, rubble, scrap etc. will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

a) Facilities

The site establishment plan shall make provision for:

b) Dining room facilities

The Contractor shall make provision for adequate dining room facilities for his employees on site.

c) Change rooms

The Contractor shall make provision for adequate change rooms for his employees on site.

d) Ablution facilities

The Contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the Contractor.

e) Smoking Areas

Designated smoking areas shall be established by Masilonyana Local Municipality.

f) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Masilonyana Local Municipality.

g) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

a) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Masilonyana Local Municipality Project Manager. The Contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one Contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

b) Erection of Structures for Logistic Support

Prior to site establishment Masilonyana Local Municipality shall approve the Contractor's site plan. Masilonyana Local Municipality shall approve all structures erected for logistical support by the Contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

c) Salvage Yard Management

Depending on the site specific arrangements and procedures, Masilonyana Local Municipality may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The Contractors are required to move the equipment from the place of work to the salvage yard.

d) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment.

Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

e) Hazardous Chemical Substances Waste Removal

Masilonyana Local Municipality shall provide a facility to collect all hazardous chemical waste material.

The Contractor shall provide adequately marked and sealable containers to transport The hazardous chemical waste from the source to the approved Department of Public Works disposal point

h) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Site establishment
 - iii. Physical and mental capabilities of employees
 - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous

assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions

- iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All Contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The Contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE NUMBER CONTACT PERSON

Hospital		

Ambulance		

Water		
Electricity		

Police		

Fire Brigade		

Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

**SECTION 37(2) AGREEMENTS CONCLUDED BETWEEN MASILONYAN LOCAL
MUNICIPALITY**

(Hereinafter referred to as Masilonyana LM)

AND

.....
(Name of Contractor/supplier/Agent/)

I,
(name) representing
[Insert name of Contractor/supplier], do hereby acknowledge that

.....
[insert name of Contractor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to

ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that [insert name of Contractor/supplier]
shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)

I have been provided with SHE specifications for project/service [insert
brief details of project/service, for example, name, contract/project number]

.....and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between

..... [Insert name of Contractor/supplier/Agent
Safety Manager/Safety Officer] and Masilonyana, which will ensure compliance by

..... [Insert name of Contractor/supplier] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and

~~such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.~~

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature) on

behalf of **(Supplier/Contractor/Agent)**

Contractor Responsible Manager (responsible for signing the Masilonyana Local Municipality' contract on behalf of the Contractor)

Witnesses

1.

2.

Signed this day of20.....

at (Place)

(Full name..... (Signature) on

Behalf of **Masilonyana Local Municipality.**

(Contracts and/or Project Manager or Masilonyana Local Municipality representative)

Witnesses

1.

2.

PROJECT:

(full name AND site address of project) (and full or proper description of project)

WCS NO:____(works control system number)

SUPERVISION BY THE MASILONYANA LOCAL MUNICIPALITY:

Mr /Ms/Me - CONSTRUCTION PROJECT MANAGER
(add full details of the project manager)

.....
.....

Mr /Ms/Me - CONSTRUCTION MANAGER
(add full details)

.....
.....

Mr /Ms/Me AGENT:
(full particulars of agent)

.....
.....

SUPERVISION BY THE CONTRACTOR:

CONTRACTOR: (full particulars of principle Contractor / Contractor)

Mr /Ms/Me - CONSTRUCTION HEALTH & SAFETY OFFICER
(add full details and contact of this officer)

.....
.....

Mr /Ms/Me - CONSTRUCTION HEALTH & SAFETY MANAGER
(add full details of this officer)

.....
.....

Mr /Ms/Me - CONSTRUCTION HEALTH & SAFETY AGENT

(add full details of this officer)

.....
.....

Mr /Ms/Me - CONSTRUCTION MANAGER
(add full details of the head of the project)

.....
.....

C3.4.4.1 Health and safety requirements and procedures

C3.4.4.1.1 General

In addition to Subclause 5.7 of SANS 1200 A (5.4 of SANS 1200 AA; 5.8 of SANS 1200 AD; 5.3 of SANS 1200 AH) and the Occupational Health and Safety Specification provide, the Contractor shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993) (OHS Act) and in particular its Construction Regulations, 2014.

C3.4.4.1.2 Health and Safety Plan

Without limiting his obligations and liabilities in terms of the Construction Regulations, 2014 of the OHS Act, the Contractor, in his Health and Safety Plan to be submitted in terms of Clause 5.3.1 of the Project Data, shall inter alia deal with the safety provisions he will set up in respect of the aspects specified in the Specification Data and the Standard Specification.

The Health and Safety Plan shall be neatly set out in a lever-arch type file, with labelled dividers for each section

A copy of the approved Health and Safety Plan shall be kept on Site and made available upon request.

C3.4.4.1.3 Safety of general public

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act (Clause 4.3.10.2).

As the Works are on an operating water treatment works site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities

C3.4.4.1.4 Sanitary conditions

Unhygienic habits and other behaviour that may cause contamination of any part of the Works or the surrounding areas are strictly prohibited. The Contractor shall ensure that sanitary conditions prevail throughout the Site and that all his workmen are aware of, and comply with, this rule.

C3.4.4.1.5 Protection of the public

Open excavations and other hazardous conditions on site shall be barricaded and precautions shall be taken to protect the public from the same in terms of the OHS Act.

As the Works are on an operating reservoir site, the Contractor shall take special precautions to prevent access to any danger areas on the Works, e.g. by temporary barricades, notices and/or fencing.

The Contractor shall direct, control, facilitate and safeguard all pedestrian traffic during construction of the Works, provide all notices, and arrange for watching and lighting in accordance with the requirements of the relevant authorities.

C3.4.4.1.6 Excavations

Without limiting his responsibility for the safety of his workers in any excavation, the Contractor shall ensure the safety of his workers in trenches and excavations deeper than 1,0 m. in terms of the provisions of the OHS Act. The Contractor may choose to batter excavations to a safe slope if sufficient space is available, or adequately shore the excavations.

C3.4.4.1.7 Health and safety specialist

The Contractor shall employ a health and safety specialist, with suitable and proven qualifications, either on full-time or part-time basis, for the duration of the Contract.

This specialist shall assist with the preparation of the health and safety plan required in terms of the Specification Data, shall provide on-going training for all construction staff (at least 1 hour per week whilst work on site is in progress, in the form of weekly tool-box talks), and shall assist with the upkeep of the Health and Safety Plan and associated regular inspections etc.

C3.4.6.1.8 Monthly health and safety reports

The health and safety specialist required in terms of the Specification Data, shall submit a report to the Engineer at the monthly site meetings, detailing the state of health and safety on the sites over the last month, new risk assessments added, potential new risks, new precautions taken, and summarising the results of various inspections required in terms of the health and safety plan, etc.

If this report is not submitted at each monthly site meeting, the Engineer shall impose a fine of R 1 000.00 on the Contractor, in each instance.

C3.5 CONSTRUCTION

C3.5.1 Existing services

C3.5.1.1 Damage to services

The Contractor is required to carry out all of his construction activities with due caution in order to prevent damage to existing services and infrastructure. The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

The Contractor shall repair or arrange to repair any damage to known existing services at his own cost.

C3.5.1.2 Reinstatement of services and structures damaged during construction

The Contractor shall immediately inform the Engineer of any damage to existing services or structures. The Contractor shall take immediate steps to reinstate any damaged services.

C3.5.2 Disposal sites

The Contractor shall locate suitable sites, off site for the disposal of cleared vegetation, rubble, unsuitable material, excavation or surplus material. The Contractor shall obtain the Engineer's approval for the site he proposes to use.

Surplus excavation, other than described above, will be spread on site at locations indicated by the Engineer.

C3.5.3 Alterations, additions, extensions and modifications to existing works

The Contractor shall satisfy himself that the dimensional accuracy, alignment, levels and setting out of existing structures or components thereof are compatible with the proposed works (including modifications). If the Contractor finds any discrepancy, he shall immediately notify the Engineer in writing of the discrepancy before proceeding with any construction which may be affected by the discrepancy.

Should the Contractor detect any defect(s) in existing structures or works which are likely to affect the integrity or quality of work executed by himself, he shall immediately notify the Engineer in writing. The Engineer will inspect the defect(s) and, if necessary, issue an instruction regarding how the defect(s) are to be repaired. The Contractor shall then execute those repairs to existing structures or works which are prescribed by the Engineer.

C3.5.4 FEATURES REQUIRING SPECIAL ATTENTION

C3.5.4.1 Aids awareness

The Contractor is to have sufficient signage regarding HIV/AIDS, notifying the workers of the dangers, and where to obtain the counselling etc.

C3.5.4.2 Site Establishment and Site maintenance

C3.5.4.2.1 Contractor's Site Establishment *(Read with SANS 1921 - 1: 2004 Clause 4.14)*

The Contractor shall make his own arrangements for a depot site, for the establishment of his offices, workshops, stores, sheds, repair yards and all other facilities required by the Contractor for

the execution of the Works adjacent or within the site. The Contractor shall provide on the depot site all his office accommodation and all associated facilities required for the adequate supervision, control and execution of the Works.

The Contractor's office for this contract shall be as required to fulfil his obligations under the Contract. The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The area occupied shall be neatly fenced off to denote its limit. The Contractor shall be responsible for the proper upkeep and control and security of the area for the duration of the Contract and all structures and buildings shall be kept in good repair.

Any clearing of the site that is necessary and the making good after de-establishment will be the responsibility of the Contractor.

In addition to the requirements of SANS 1200 A clause 8.3.2.2 the following conditions shall also apply:

- None of the existing roads/gravel surfaces shall be damaged in any way.
- It shall be the responsibility of the Contractor to make good any damage caused to the camp site area or any improvements on it, including services, and for reinstating it to its former condition when vacated. The standard of reinstatement must be to the satisfaction of the Project Manager or other owner. Particular attention should be directed to these requirements and written clearances from the relevant Departments or other owners will be required.

C3.5.4.2.2 Contractor's Site Maintenance

During progress of the work and upon completion thereof, the Site of the Works shall be kept and left in a clean and orderly condition. The Contractor shall store materials and equipment for which he is responsible in an orderly manner, and shall keep the Site free from debris and obstructions.

C3.5.4.2.3 Accommodation of Employees

No employees will be allowed to sleep or be accommodated on the site in urban areas.

No housing is available for the Contractor's employees and the Contractor shall make his own arrangements to house his employees and to transport them to and from the site.

No informal housing or squatting will be allowed.

The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets will only be allowed where temporary facilities have to be provided.

C3.5.4.2.4 Telecommunication Services

The Contractor is to provide his/her own telephone facilities on site. An item in the preliminary and general section of the BOQ has been provided to cover the cost of the Supervisor's cell phone calls.

C3.5.4.2.5 Dealing with Water

The Contractor shall pay special attention to the management and disposal of all water on site from whatever source. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for any delay and for repair of damage caused to the Works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

C3.5.4.2.6 Nameboards

The Contractor shall provide, erect and maintain two (2) Contract name boards at such positions and locations directed by the Project Manager, which name boards shall, unless otherwise specified elsewhere in the Contract, comply with the recommendations for the standard board of the South African Association of Consulting Engineers, with regard to size, painting, decorating and detail, and the requirements described hereunder.

Each name board shall be made of tempered hardboard with a thickness of at least 12 mm, so braced on the reverse side as to prevent warping and shall be mounted on two or more, as necessary, firmly planted poles. The painting of the boards shall comply with the relevant requirements of provided drawing and the colours of the paints shall be an acceptable match to the applicable colours given in SANS 1091.

The Contractor shall keep the Contract name boards in good state of repair for the duration of the Contract and shall remove them on completion of the Contract.

C3.5.4.3 Testing and quality control

C3.5.4.3.1 Contractor to engage services of an independent laboratory

Notwithstanding the requirements of the Specifications pertaining to testing and quality control, the Contractor shall engage the services of an approved independent laboratory to undertake all testing of materials, the results of which are specified in, or may reasonably be inferred from, the Contract. These results will be taken into consideration by the Engineer in deciding whether the quality of materials utilized and workmanship achieved by the Contractor comply with the requirements of the Specifications. The foregoing shall apply irrespective of whether the specifications indicate that the said testing is to be carried out by the Engineer or by the Contractor.

The Contractor shall be responsible for arranging with the independent testing laboratory for the timeous carrying out of all such testing specified in the Contract, at not less than the frequencies and in the manner specified. The Contractor shall promptly provide the Engineer with copies of the results of all such testing carried out by the independent laboratory.

For the purposes of this clause, an "independent laboratory" shall mean a laboratory certified by the South African National Accreditation Systems (SANAS) or approved by the engineer in writing which is not under the management or control of the Contractor and in which the Contractor has no financial interest, nor which has any control or financial interest in the Contractor.

C3.5.4.3.2 Additional testing required by the Engineer

In addition to the provisions of subclause C3.6.4.3.1: Contractor to engage services of an independent laboratory, the Engineer shall be entitled at times during the Contract to require that the Contractor arrange with the independent laboratory to carry out any such tests, additional to those described in subclause C3.6.4.3.1, at such times and at such locations in the Works as the Engineer shall prescribe. The Contractor shall promptly and without delay arrange with the independent laboratory for carrying out all such additional testing as required by the Engineer, and copies of the test results shall be promptly submitted to the Engineer.

C3.5.4.3.3 Costs of testing

(a) Tests in terms of subclause C3.6.4.3.1

The costs of all testing carried out by the independent laboratory in accordance with the requirements of subclause C3.6.3.1 above shall be borne by the Contractor and shall be deemed to be included in the tendered rates and prices for the respective items of work as listed in the Bill of Quantities and which require testing in terms of the Specifications. No separate payments will be made by the Employer to the Contractor in respect of any testing carried out in terms of subclause C3.6.4.3.1

Where, as a result of the consistency of the materials varying or as a result of failure to meet the required specifications for the work, it becomes necessary to carry out additional tests (e.g. re-tests on rectified work and/or replacement materials), the costs of such additional testing shall be for the Contractor's account.

(b) Additional tests required by the Engineer

The costs of any additional tests required by the Engineer in terms of subclause C3.6.4.3.1: Additional testing required by the Engineer, shall be reimbursed to the Contractor against substitution of the Provisional Sum allowed therefore in the Bill of Quantities; provided always that the costs of any such additional tests ordered by the Engineer, the results of which indicate that the quality of the materials utilized and/or the standard of workmanship achieved are/is not in accordance with the specifications, shall not be reimbursable to the Contractor.

C3.5.4.4 Contractor supplied equipment

The Contractor shall when required to supply any testing, measuring and/or survey equipment for the Engineer's use provide calibration certificates or verification certificates (as appropriate) for allequipment. This shall apply for both shared equipment as well as for equipment specified to beprovided for the Engineer's use on site.

Calibration or verification, by certified authorities shall be subject to the Engineer's approval:

- prior to the delivery of any equipment to the Engineer and
- thereafter at intervals as prescribed for the relevant equipment but not less than every twelve (12) months

The calibration/verification certificate for each item of equipment shall be submitted to the Engineer for approval prior to its use or within seven (7) days of subsequent re-calibration/verification. Unless otherwise provided for in the bill of quantities the cost of providing the above specified equipment.

Failure to submit certificates shall result in payment for the equipment being withheld.

C3.5.4.5 Sub-Contractors

All matters pertaining to sub-Contractors (including Nominated Sub-Contractors) and the work executed by them shall be dealt with directly between the Engineer and the Contractor in the context of all subcontract work being an integral part of the Works for which the Contractor is responsible.

The Engineer will not liaise directly with any sub-Contractors nor will he issue instructions concerning the subcontract works directly to any subContractor.

All matters arising from the subcontract agreements shall be dealt with directly between the Contractor and the sub-Contractors and the Engineer will not become involved. Contractors may not delegate work to any Sub-Contractor without prior vetting and approval by the Engineer.

C3.5.4.6 Opening up and closing down of designated borrow pits

Measurement and payment for opening up and closing down designated borrow pits, including removing and stockpiling overburden and restoring the Site, shall be made under item 8.3.4 of SANS 1200 D. This item applies to all borrow material required under this Contract.

The requirements of subclause 5.2.2.2 of SANS 1200 D regarding the opening up, maintenance and closing down of borrow pits shall be adhered to.

C3.5.4.7 Monthly statements and payment certificates

The statement to be submitted by the Contractor in terms of Clause 6.10 of the Conditions of Contract shall be prepared by the Contractor at his own cost, strictly in accordance with the standard payment certificate prescribed by the Engineer, in digital electronic computer format. The Contractor shall, together with a copy of the digital electronic computer file of the statement, submit two (2) A4 size paper copies of the statement.

For the purposes of the Engineer's payment certificate, the Contractor shall subsequently be responsible, at his own cost, for making such adjustments to his statement as may be required by the Engineer for the purposes of accurately reflecting the actual quantities and amounts which the Engineer deems to be due and payable to the Contractor in the payment certificate.

The Contractor shall, at his own cost, make the said adjustments to the statement and return it to the Engineer within three (3) normal workings days from the date on which the Engineer communicated to the Contractor the adjustments required. The Contractor shall submit to the Engineer five (5) sets of A4 size paper copies of such adjusted statement, together with a copy of the electronic digital computer file thereof.

Any delay by the Contractor in making the said adjustments and submitting to the Engineer the requisite copies of the adjusted statement for the purposes of the Engineer's payment certificate will be added to the times allowed to the Engineer in terms of Clause 6.10.4 of the Conditions of Contract to submit the signed payment certificate to the Employer and the Contractor. Any such delay will also be added to the period in which the Employer is required to make payment to the Contractor.

C3.5.4.8 Workmanship and quality control

The onus to produce work that conforms in quality and accuracy of detail to the requirements of the Specifications and Drawings rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide suitably qualified and experienced engineers, foremen, surveyors, materials technicians, other technicians and technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the Works at all times.

The cost of supervision and process control, including testing carried out by the Contractor, will be deemed to be included in the rates tendered for the related items of work.

The Contractor's attention is drawn to the provisions of the various Standardized Specifications regarding the minimum frequency of testing required. The Contractor shall, at his own discretion, increase this frequency where necessary to ensure adequate control.

On completion and submission of every part of the work to the Engineer for examination and measurement, the Contractor shall furnish the Engineer with the results of the relevant tests, measurements and levels to demonstrate the achievement of compliance with the Specifications.

C3.6 STANDARDIZED SPECIFICATIONS

C3.6.1 APPLICABLE SPECIFICATIONS

The Specification Data gives amendments and additions to the specifications that are listed in the List of Applicable Specifications. Clause headings are prefixed by the letters "SD" followed by alphabetic and numeric characters which identify the specification and main clause of the applicable specification. Sub-clauses are numbered sequentially. The clause reference to which a sub-clause refers, either to amend or to add to, is given after the sub-clause heading. Where the Specification Data sub-clause is an addition and there is no appropriate clause in the applicable specification to which to link it, no clause reference is given in the heading.

Should any requirement of the Specification Data conflict with any requirement of the specifications listed, the requirement of the Specification Data shall prevail.

1. STANDARDIZED SPECIFICATIONS

- 1.1 Although not bound in or issued with this document, the following Standardized Specifications for Civil Engineering Construction, as amended in the Project Specifications, form part of this document. (Notwithstanding Subclause 2.2 of SANS 1200A*, the edition specified below shall apply).

SANS 1200 A:	General (1986)
SANS 1200 AB:	ENGINEER'S OFFICE (1986)
SANS 1200 C:	SITE CLEARANCE (1982)
SANS 1200 D:	EARTHWORKS (1990)

- 1.2 The following General Specifications, as bound in this document, and as amended in the Project Specifications, shall apply:

General Works Specifications
Site Clearance Specifications
Site Earthworks Specifications
Project Specific Health and Safety Specification
Environmental Best Practice Specifications: Construction

2. ADDITIONAL SPECIFICATIONS

- 2.1 The following project specific Specifications, as bound in this document, and as amended in the Project Specifications, shall apply:

Fencing Provisions Specifications
Security Provisions Specifications
Mechanical Specifications
Electrical Specifications
Operations and Maintenance Specifications
Training Specifications

C3.7 GENERAL CIVIL WORKS SPECIFICATION

SDA 1 SCOPE

REPLACE THE CONTENTS OF SUBCLAUSE 1.1, INCLUDING THE NOTES, WITH THE FOLLOWING:

"1.1 This specification covers requirements, principles and responsibilities of a general nature which are generally applicable to civil engineering construction and building works contracts, as well as the requirements for the Contractor's establishment on the Site."

SDA 2 INTERPRETATIONS

SDA 2.3 DEFINITIONS

IN THE OPENING PHRASE BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS "the definitions given in the Conditions of Contract and".

(a) General

ADD THE FOLLOWING DEFINITIONS:

" 'General Conditions' and 'Conditions of Contract': The General Conditions of Contract specified for use with this Contract, together with the Contract Data (GCC 2015) as applicable.

'Specified': As specified in the Standardized Specifications, the Drawings or the Project Specifications. 'Specifications' shall have the corresponding meaning."

The terms "ESCOM", "ESC" and "Electricity Supply Commission" shall mean "Eskom".

The terms "GPO", "P&T", "Department of Posts and Telecommunications" and "Telkom" shall mean "Telkom SA Limited".

Except for references to the Bureau itself, and to the (official) SANS mark, the term "SANS" shall mean "SANS".

The term "Schedule of Quantities" and "Bill of Quantities" shall mean the same.

The term "Project Specification" shall mean that portion of the Scope of the Works that completes and/or amends the standardized and standard specifications.

(c) Measurement and payment

REPLACE THE DEFINITIONS FOR "Fixed charge", "Time-related charge" AND "Value-related charge" WITH THE FOLLOWING:

" 'Fixed charge': A charge that is not subject to adjustment on account of variations in the value of the Contract Price or the time allowed in the Contract for the completion of the work.

'Time-related charge': A charge, the amount of which varies in accordance with the Time for Completion of the Works, adjusted in accordance with the provisions of the Contract.

'Value-related charge': A charge, the amount of which varies pro rata with the final value of the measured work executed and valued in accordance with the provisions of the Contract.' "

SDA 2.4 ABBREVIATIONS

- (a) Abbreviations relating to standard documents

ADD THE FOLLOWING ABBREVIATION:

"CKS: SABS Co-ordinating Specification."

SDA2-8 Items in Bill of Quantities - Principle (Subclause 2.8.1)

In the fourth line of Subclause 2.8.1, after the word "specification", add: "or in the measurement and payment clause of the standard specification, particular specification or Specification Data".

Add the following paragraphs:

"The Contractor shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender as to

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information as to risks, contingencies and all other circumstances which may influence or affect his tender.

The Contractor shall be deemed to have based his tender on the technical data given in the Documents and, if in the performance of the Contract any circumstances shall differ from the said technical data, which difference causes delay or additional Cost, the Contractor shall be entitled to make a claim in accordance with Clause 10.1.1.

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and of the rates and prices stated in the priced Bill of Quantities and the Schedule of Rates and Prices (if any) or in the specification, which rates and prices shall (except in so far as otherwise provided in the Contract) collectively cover full payment for the discharge of all his obligations under the Contract and all matters and things necessary for the proper completion of the Works."

SDA 3 MATERIALS

SDA 3.1 QUALITY

ADD THE FOLLOWING AT THE END OF SUBCLAUSE 3.1:

"All manufactured materials supplied shall be new materials unless the contrary is specified. All materials specified to be in accordance with SABS Specifications shall bear the SABS mark, where such a mark is available for the type of product."

SDA 4 PLANT

SDA 4.1 SILENCING OF PLANT

REPLACE THE CONTENTS OF SUBCLAUSE 4.1 WITH THE FOLLOWING:

"The Contractor's attention is drawn to the applicable regulations pertaining to noise and hearing conservation, framed under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended.

The Contractor shall at all times and at his own cost, be responsible for implementing all necessary steps to ensure full compliance with such regulations, including but not restricted to the provision and use of suitable and effective silencing devices for pneumatic tools and other plant which would otherwise cause a noise level in excess of that specified in the said regulations.

Where appropriate, the Contractor shall further, by means of temporary barriers, effectively isolate the source of such noise in order to comply with the said regulations."

SDA4-2 CONTRACTOR'S OFFICES STORES AND SERVICES

ADD THE FOLLOWING ATE THE END OF SUBCLAUSE 4.2:

The latrine services required by the General Conditions of Contract and Clause 28 of the Construction Regulations, shall be of the chemical type and shall be readily accessible to workers at all areas of the site.

The Contractor shall make all the necessary arrangements with the relevant local authority for the disposal of the contents of the toilets on a regular basis.

The suitable first aid services required in terms of Subclause 4.2 of SANS 1200 A shall include, inter alia, a First Aid cabinet fully equipped and maintained with at least the minimum contents as listed in the Annexure (Regulation 3) to the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), to deal with accidents and ailments which are likely to occur during the construction period.

The Contractor shall provide personal safety equipment and facilities as required by Regulation 2 of the General Safety Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

SDA 5 CONSTRUCTION

SDA5-1 Survey

SDA5-1.1 Setting out of the Works. (Subclause 5.1.1)

Before commencing any construction, the Contractor shall check the relative positions and levels of all reference pegs and bench marks and inform the Engineer of any discrepancy.

Add to Subclause 5.1.1

"The Contractor shall be responsible for the true and proper setting out of the Works and for the correctness of the position, levels, dimensions and alignment of all parts of the Works and for the provisions of all necessary instruments, appliances and labour in connection therewith.

The Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting out the Works.

The checking of any setting-out or of any line or level by the Engineer shall not relieve the Contractor of his responsibility for the correctness thereof.

If at any time during the progress of the Works, any error shall appear or arise in the position, levels, dimensions or alignment of any part of the Works, the Contractor, on being required to do so by the Engineer, shall at his own expense rectify such error to the satisfaction of the Engineer, but if such error is based on incorrect data supplied in writing by the Engineer or if there is any delay in providing the particulars required, the Contractor shall, in respect of that delay and the Cost of such rectification, be entitled to make a claim in accordance with Clause 10.1.1."

The Contractor shall advise the Engineer of any conflict between the position of any part of the Works and an existing feature.

SDA 5.2 WATCHING, BARRICADING, LIGHTING AND TRAFFIC CROSSINGS.

ADD THE FOLLOWING AFTER THE SECOND SENTENCE OF SUBCLAUSE 5.2:

" The Contractor shall, in connection with the Works, provide and maintain all signs, signboards, lights, barriers, barricades, fencing and watching when and where:

- a) specified in or reasonably to be inferred from the Contract, or
- b) required by any competent statutory or other authority, or
- c) required by the Engineer for the protection of the Works or for the safety or convenience of the public or others;

provided that, if the Engineer shall instruct the Contractor to provide any sign, signboard, light, barrier, barricade, fencing or watching not included in paragraphs (a), (b) or (c), such requirement shall constitute a variation by the Engineer in terms of Clause 6.4 of the General Conditions of Contract".

All temporary signs shall be of the type and size required for rural roads, as applicable, as specified in the "Southern African Development Community Road Traffic Signs Manual" and Chapter 13, [Roadworks Signing] of the South African Road Traffic Signs Manual".

Unless the closing of streets, accesses and thoroughfares has been properly arranged, the Contractor shall accommodate and provide for through traffic, traffic at crossings and vehicular access to houses and buildings at all times. If necessary, safe ramps to mount road kerbs shall be provided where traffic is to be diverted.

SDA 5.3 PROTECTION OF EXISTING STRUCTURES

REPLACE "Machinery and Occupational Safety Act, 1983 (Act No 6 of 1983)" WITH "Occupational Health and Safety Act, 1993 (Act No 85 of 1993), as amended," AND INSERT THE FOLLOWING AFTER "(Act No. 27 of 1956)": "as amended".

SDA 5.4 PROTECTION OF OVERHEAD AND UNDERGROUND SERVICES

REPLACE THE HEADING AND THE CONTENTS OF SUBCLAUSE 5.4 WITH THE FOLLOWING:

"SDA 5.4 LOCATION AND PROTECTION OF EXISTING SERVICES

SDA 5.4.1 Location of existing services

Before commencing with any work in an area, the Contractor shall ascertain the presence and actual position of all services which can reasonably be expected by an experienced and competent Contractor to be present on, under, over or within the Site.

Without in any way limiting his liability in terms of the Conditions of Contract in relation to damage to property and interference with services, the Contractor shall, in collaboration with the Engineer, obtain the most up-to-date plans as are available, showing the positions of services existing in the area where he intends to work. Neither the Employer nor the Engineer offers any warranty as to the accuracy or completeness of such plans and because services can often not be reliably located from plans, the

Contractor shall ascertain the actual location of services depicted on such plans by means of careful inspection of the Site.

Thereafter, the Contractor shall, by the use of appropriate methodologies, carefully expose the services at such positions as are agreed to by the Engineer, for the purposes of verifying the exact location and position of the services. Where the exposure of existing services involves excavation to expose underground services, the further requirements of subclauses 4.4 and 5.1.2.2 of SABS 1200 D (as amended) shall apply.

The aforesaid procedure shall also be followed in respect of services not shown on the plans but which may reasonably be anticipated by an experienced Contractor to be present or potentially present on the site.

All services, the positions of which have been determined as aforesaid at the critical points, shall henceforth be designated as 'known services' and their positions shall be indicated by the Contractor on a separate set of drawings, a copy of which shall be furnished to the Engineer without delay.

As soon as any service which has not been identified and located as described above is encountered on, under, over or within the site, it shall henceforth be deemed to be a known service and the aforesaid provisions pertaining to locating, verifying and recording its position on the balance of the site shall apply. The Contractor shall notify the Engineer immediately when any such service is encountered or discovered on the Site.

Whilst he is in possession of the Site, the Contractor shall be liable for all loss of or damage as may occur to

- (a) known services, anywhere along the entire lengths of their routes, as may reasonably be deduced from the actual locations at which their positions were verified as aforesaid, due cognizance being taken of such deviations in line and level which may reasonably be anticipated, and
- (b) any other service which ought reasonably to have been a known service in accordance with the provisions of this clause.

The Contractor shall also be liable for consequential damage in regard to (a) and (b), whether caused directly by the Contractor's operations or by the lack of proper protection.

No separate payment will be made to the Contractor in respect of his costs of providing, holding available on the Site and utilizing the said detecting and testing equipment, nor for any costs incurred in preparing and submitting to the Engineer the Drawings as aforesaid. These costs shall be deemed included in the Contractor's other tendered rates and prices included in the Contract.

Payment to the Contractor in respect of exposing services at the positions agreed by the Engineer and as described above will be made under the payment items (if any) as may be provided for in the respective sections of the specifications pertaining to the type of work involved.

SDA 5.4.2 Protection during construction

The Contractor shall take all reasonable precautions and arrange its operations in such a manner as to prevent damage occurring to all known services during the period which the Contractor has occupation and/or possession of the Site.

Services left exposed shall be suitably protected from damage and in such a manner as will eliminate any danger arising therefrom to the public and/or workmen, all in accordance with the requirements of the prevailing legislation and related regulations.

Unless otherwise instructed by the Engineer, no services shall be left exposed after its exact position has been determined and all excavations carried out for the purpose of exposing underground services shall be promptly backfilled and compacted. In roadways, the requirements of subclause 5.9 of SABS 1200 DB should be observed. In other areas compaction is to be to 90% modified AASHTO density.

SDA 5.4.3 Alterations and repairs to existing services

Unless the contrary is clearly specified in the Contract or ordered by the Engineer, the Contractor shall not carry out alterations to existing services. When any such alterations become necessary, the Contractor shall promptly inform the Engineer, who will either make arrangements for such work to be executed by the owner of the service, or instruct the Contractor to make such arrangements himself.

Should damage occur to any existing services, the Contractor shall immediately inform the Engineer, or when this is not possible, the relevant authority, and obtain instructions as to who should carry out repairs. In urgent cases, the Contractor shall take appropriate steps to minimize damage to and interruption of the service. No repairs of telecommunication cables or electric power lines and cables shall be attempted by the Contractor.

Before the commencement of any excavation the Contractor shall confirm the name and telephone number of the relevant officials directly concerned with the known or suspected services, shall acquaint himself with the position of the control points of the services and shall have readily available the equipment necessary to shut-off and isolate any such service. The Contractor shall liaise with the relevant authorities or controlling bodies for the necessary temporary closure of any services during construction.

SDA 5.7 SAFETY

REPLACE THE CONTENTS OF SUBCLAUSE 5.7 WITH THE FOLLOWING:

"Pursuant to the provisions of the Conditions of Contract, and without in any way limiting the Contractor's obligations thereunder, the Contractor shall at his own expense (except only where specific provision (if any) is made in the Contract for the reimbursement to the Contractor in respect of particular items), provide the following:

- (a) Provide to its Employees on the site of the works, all safety materials, clothing and equipment necessary to ensure full compliance with the provisions of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) as amended (hereinafter referred to as the Act) at all times, and shall institute appropriate and effective measures to ensure the proper usage of such safety materials, clothing and equipment at all times;
- (b) Provide, install and maintain all barricades, safety signage and other measures to ensure the safety of workmen and all persons in, on and around the site, as well as the general public;
- (c) Implement on the site of the works, such procedures and systems and keep all records as may be required to ensure compliance with the requirements of the Act at all times;
- (d) Implement all necessary measures so as to ensure compliance with the Act by all sub-Contractors engaged by the Contractor and their employees engaged on the works;
- (e) Full compliance with all other requirements pertaining to safety as may be specified in the Contract.

The Employer and the Engineer shall be entitled, although not obliged, to make such inspections on the site as they shall deem appropriate, for the purpose of verifying the Contractor's compliance with the requirements of the Act. For this purpose, the Contractor shall grant full access to the site of all parts of the site and shall co-operate fully in such inspections and shall make available for inspection all such documents and records as the Employer's and/or Engineer's representative may reasonably require.

Where any such investigations reveal, or where it comes to the Engineer's attention that the Contractor is in any way in breach of the requirements of the Act or is failing to comply with the provisions of this clause, the Engineer shall, in accordance with the provisions of Clause 5.11.2 (GCC 2015) of the Conditions of Contract, be entitled to suspend progress on the works or any part thereof until such time as the Contractor has demonstrated to the satisfaction of the Engineer, that such breach has been rectified.

The Contractor shall have no grounds for a claim against the Employer for extension of time and/or additional costs if the progress on the works or any part thereof is suspended by the Engineer in terms of this clause, and the Contractor shall remain fully liable in respect of the payment of penalties for late completion in accordance with the provisions of Clause 5.13.1 (GCC 2015) of the Conditions of Contract should the Contractor fail to complete the Works on or before the specified due completion date in consequence of the suspension.

Persistent and repeated breach by the Contractor of the requirements of the Act and/or this clause shall constitute grounds for the Engineer to act in terms of Clause 9.2.1.1 (GCC 2015) of the Conditions of Contract and for the Employer to cancel the Contract in accordance with the further provisions of the said Clause 9.2.1 (GCC 2015)."

SDA 6 TOLERANCES

ADD THE FOLLOWING SUBCLAUSE TO CLAUSE 6:

"SDA 6.4 USE OF TOLERANCES

No guarantee is given that the full specified tolerances will be available independently of each other, and the Contractor is cautioned that the liberal or full use of any one or more of the tolerances may deprive him of the full or any use of tolerances relating to other aspects of the work.

Except where the contrary is specified, or when clearly not applicable, all quantities for measurement and payment shall be determined from the 'authorized' dimensions. These are specified dimensions or those shown on the Drawings or, if changed, as finally prescribed by the Engineer, without any allowance for the specified tolerances. Except if otherwise specified, all measurements for determining quantities for payment will be based on the 'authorized' dimensions.

If the work is constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the calculation of quantities will be based on the 'authorized' dimensions, regardless of the actual dimensions to which the work has been constructed.

When the work is not constructed in accordance with the 'authorized' dimensions plus or minus the tolerances allowed, the Engineer may nevertheless, at his sole discretion, accept the work for payment. In such cases no payment shall be made for quantities of work or material in excess of those calculated for the 'authorized' dimensions, and where the actual dimensions are less than the 'authorized' dimensions minus the tolerance allowed, quantities for payment shall be calculated based on the actual dimensions as constructed."

SDA 7 TESTING

SDA 7.1 PRINCIPLES

SDA 7.2 APPROVED LABORATORIES

REPLACE THE CONTENTS OF SUBCLAUSE 7.2 WITH THE FOLLOWING:

"Unless otherwise specified in the relevant specification or elsewhere in the Project Specification, the following shall be deemed to be approved laboratories in which design work, or testing required in terms of a specification for the purposes of acceptance by the Engineer of the quality of materials used and/or workmanship achieved, may be carried out:

- (a) Any testing laboratory certified by the South African National Accreditation Systems (SANAS) in respect of the nature and type of testing to be undertaken for the purposes of the Contract;
- (b) Any testing laboratory owned, managed or operated by the Employer or the Engineer;
- (c) Any testing laboratory established and operated on the Site by or on behalf of the Employer or the Engineer.
- (d) Any other laboratory that the Engineer approves in his absolute discretion."

SDA 8 MEASUREMENT AND PAYMENT

SDA 8.1 MEASUREMENT

SDA 8.1.1 Method of measurement, all sections of the Schedule

IN THE SECOND LINE OF SUBCLAUSE 8.1.1, AFTER THE WORDS "standardized specification or in" ADD "BETWEEN THE WORDS "specification" AND "the following", INSERT THE WORDS " the measurement and payment clause of the standard specification, particular specification or".

DELETE THE WORDS "and South West Africa".

SDA 8.1.2 Preliminary and General item or section

SDA 8.1.2.1 Contents

REPLACE THE LAST SENTENCE OF SUBCLAUSE 8.1.2.1(b) WITH THE FOLLOWING:

"Separate items will be scheduled to cover the fixed, value-related and time-related components of the Contractor's preliminary and general costs."

SDA 8.1.2.2 Tendered sums

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Except only where specific provision is made in the Specifications and/or the Schedule of Quantities for separate compensation for any of these items, the Contractor's tendered sums under items SDA 8.3 and SDA 8.4 shall collectively cover all charges for:

- risks, costs and obligations in terms of the Conditions of Contract and of this standardized specification;
- head-office and site overheads and supervision;
- profit and financing costs;
- expenses of a general nature not specifically related to any item or items of the permanent or temporary work;
- providing such facilities on site as may be required by the Contractor for the proper performance of the Contract and for its personnel, including, but without limitation, providing offices, storage facilities, workshops, ablutions, services such as water, electricity, sewage and rubbish disposal, access roads and all other facilities required, as well as for the maintenance and removal on completion of the works of these facilities and cleaning-up of the site of the Contractor's establishment and reinstatement to not less than its original condition;
- providing the facilities for the Engineer and his staff as specified in the Contract and their removal from the site on completion of the Contract;
- erection, maintenance and removal of temporary fencing and barricades;
- dealing with water (Subclause 5.5);
- access to works (Subclause 5.8); and
- providing and maintaining the fire-fighting equipment, as well as training the work teams in their use."

SDA 8.2 PAYMENT

- f) SDA 8.2.1 Fixed-charge and value-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.1 WITH THE FOLLOWING:

SDA 8.2.1.1 Fixed-charge items

"Payment of fixed charges in respect of item 8.3.1 will be made as follows:

- (a) EIGHTY PER CENT (80%) of the sum tendered will be paid when the facilities have been provided and approved;
- (b) The remaining TWENTY PER CENT (20%) will be paid when the works have been completed, the facilities have been removed and the site of the Contractor's establishment has been cleared and cleaned to the satisfaction of the Engineer.

No adjustment will be made to the sum tendered in respect of item 8.3.1 should the value of the works finally executed or the time for completion vary in any way from that specified in the tender.

SDA 8.2.1.2 Value-related items

Payment for the sum tendered under item 8.3.2 will be made in three separate instalments as follows:

- (a) The first instalment, which is 40% of the sum, will be paid when the Contractor has fulfilled all his obligations to date under this specification, the General Conditions of Contract and the Contract Data (GCC 2015), and when the value of work certified for payment, excluding materials on site and payments for preliminary and general items, is equal to not less than 5% of the total value of the work listed in the Schedule of Quantities.
- (b) The second instalment, which is 40% of the sum, will be made when the amount certified for payment, including retention moneys but excluding this second instalment, exceeds 50% of the tender sum.
- (c) The final payment, which is 20% of the sum, will be made when the works have been certified as completed and the Contractor has fulfilled all his obligations to date under this Specification, the General Conditions of Contract and the Contract Data (GCC 2015).

Should the value of the measured work finally completed be more or less than the tender sum, the sum tendered under item 8.3.2 will be adjusted up or down in accordance with the provisions of Clause 6.11.1 (GCC 2015) of the Conditions of Contract amended to clause 6.11 of the variation of the conditions of contract, and this adjustment will be applied to the third instalment."

SDA 8.2.2 Time-related items

REPLACE THE CONTENTS OF SUBCLAUSE 8.2.2 WITH THE FOLLOWING:

"Subject to the provisions of subclauses 8.2.4, payment under item 8.4.1 (time-related item) will be made monthly in equal amounts, calculated by dividing the sum tendered for the item by the tendered Contract period in months, provided always that the total of the monthly amounts so paid for the item is not out of proportion to the value of the progress of the Works as a whole."

Notwithstanding the stipulation of Subclause 8.2.2, an approved extension of time will only entitle the Contractor to payment in terms of clause 5.12.3 of GCC 2015.

SDA 8.3 SCHEDULED FIXED-CHARGE AND VALUE-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.3.1 WITH THE FOLLOWING:

"SDA 8.3.1 Fixed preliminary and general charges

Unit: sum

The sums tendered shall include full compensation for all fixed-charge preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.1.

Payment for "operation and maintenance of facilities for the Engineer", in accordance with Subclause 8.4.2.1 will not be authorized by the Engineer until the name board has been erected and approved.

SDA 8.3.2 Value-related preliminary and general charges Unit: sum

The sums tendered shall include full compensation for all value-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.1.2."

SDA 8.4 SCHEDULED TIME-RELATED ITEMS

REPLACE THE CONTENTS OF SUBCLAUSE 8.4 WITH THE FOLLOWING:

"SDA 8.4.1 Time-related preliminary and general charges Unit: sum

The sum tendered shall include full compensation for all time-related preliminary and general charges as described in subclause SDA 8.1.2.2. Payment will be made as described in subclause SDA 8.2.2."

SDA 8.5 SUMS STATED PROVISIONALLY BY THE ENGINEER

REPLACE THE CONTENTS OF SUBCLAUSE 8.5 WITH THE FOLLOWING:

"SDA 8.5.1 Works executed by the subContractor

(a) Description of item to which Prime Cost Sum applies Unit: Prov Sum

(b) Charge required by Contractor on subitem (a) above Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different Subcontract included in the Contract.

The Contractor shall be reimbursed under subitem (a), in substitution of the respective Provisional Sums (if any) allowed in the Schedule of Quantities, the amounts actually paid or payable by the Contractor to the respective Nominated Sub-Contractors, in accordance with the provisions of Clause 6.6 of the Conditions of Contract.

The Contractor shall be paid under subitem (b), either:

(a) where the unit of measurement for subitem (b) was specified as being a percentage, the respective percentage, as stated by the Contractor in its tender, of the amount certified by the Engineer for payment under the related subitem (a), all in accordance with the provisions of Clause 6.6.1.2.1 of the Conditions of Contract, or

(b) where the unit of measurement for subitem (b) was specified as being a lump sum, an amount which is in the same proportion to the amount certified for payment under subitem (a) and the tendered lump sum is to the amount of the Provisional Sum stated under subitem (a) in accordance with the provisions of Clause 6.6.1.2.2.

The percentage or sum (as applicable) paid under subitem (b) as aforesaid, shall be deemed to include for full and final compensation to the Contractor for all costs as may be incurred and all charges and profits associated with the engagement, supervision, administration and management of the Nominated SubContractor required of him in fulfilling its obligations under the Contract as the Contractor."

SDA 8.6 PRIME COST ITEMS

REPLACE SUBCLAUSE 8.6 WITH THE FOLLOWING:

"SDA 8.6 PRIME COST SUMS

(a) Description of item to which Prime Cost Sum applies Unit: PC Sum

(b) Charge required by Contractor on subitem (a) above Unit: %

Subitems (a) and (b) will be provided in the Schedule of Quantities for each different item to which a Prime Cost Sum applies.

The Contractor shall be reimbursed under subitem(s) (a) in substitution of the respective Prime Cost Sums included in the Contract, the actual price(s) paid or payable by him in respect of the goods, materials or services supplied, but excluding any charges for the Contractor's labour, profit, carriage, establishment or other charges related to such goods, services or materials.

The Contractor shall be paid under subitem (b), the respective percentage, as stated by the Contractor in his tender, of the amount certified by the Engineer for payment under the related subitem (a). The percentages tendered by the Contractor for each respective subitem (b) included in the Schedule of Quantities shall be deemed to be in full and final compensation to the Contractor in respect of any charge by the Contractor for labour, carriage profit, establishment and for any other charges related to the goods, services or materials supplied under the related subitem (a).

If the Contractor shall have omitted within his tender to insert a tendered percentage under subitem (b), or tendered a zero percentage, the Contractor's tendered rate for subitem (b) shall be deemed to be zero and the Contractor shall not be entitled to any payment under subitem (b).

Note in connection with additional tests required by the Engineer:

When a PC sum is included in the Schedule of Quantities for additional tests required by the Engineer, the Contractor shall be responsible for both the cost of normal testing as described in subclause SDA 8.1.2.2 of the Project Specifications and for the cost of any additional test that indicates that the specifications have not been complied with."

SDA 8.7 DAYWORK

REPLACE THE CONTENTS OF SUBCLAUSE 8.7 WITH THE FOLLOWING:

"Measurement and payment shall be in accordance with the provisions of Clause 6.5.1.1 (GCC 2015) of the Conditions of Contract."

ADD THE FOLLOWING ITEMS:

"SDA 8.9 COMPLIANCE WITH OHS ACT AND REGULATIONS (INCLUDING THE CONSTRUCTION REGULATIONS 2014) Unit: sum

The tendered sum shall include full compensation to the Contractor for compliance with all the requirements of the OHS Act and Regulations (including the Construction Regulations 2014) at all times for the full duration of the Contract, as described in C3.6.1 (for CIDB document format). The successful tenderer shall provide the Engineer with a complete breakdown of this tendered sum.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

"SDA 8.10 COMMUNITY LIASON AND COMMUNITY RELATIONS Unit: month

- a) A total amount of **R 5 500.00/m** is to be paid to the community liaison officer for the duration of the construction of this project.

Add this new clause:

"4.23 Community participation"

Community participation consists of engagement of Project Steering Committees (PSC).

A PSC will be established for the project, by the Ward Councillor.

The functions of the PSC will be to:

- Assist in monitoring the project.
- Ensure that the community provide assistance to the Contractor to ensure that he can execute the contract in accordance with the specifications and within time.
- Encourage the community to participate in the Labour-Intensive construction.

-
- Identify skills, skilled personnel and suppliers in the towns.

The PSC will not have the power to:

- Give any instructions to the Contractor, except through the engineer.
- Become involved in the daily operations of the Contractor or interfere with the contract works.
- b) A monthly meeting will be held with the PSC to discuss relevant matters. The site agent and resident engineer will attend the meetings. The Contractor will have to report on progress, deviations from the programme, financial matters community related aspects, general problems and co-operation at the meeting. The PSC members will not receive any remuneration for attending, and they must provide their own transport."
- c) Payment will be R250.00 per member.

This sum will be paid to the Contractor in equal monthly amounts subject to proper/substantial compliance."

"SDA 8.11 Training of Targeted Labour

- a) The Contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
 - b) The cost of the formal training of targeted labour will be funded by the provincial office of the Department of Labour. This training should take place as close to the project site as practically possible. The Contractor, must access this training by informing the relevant provincial office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required. The employer must be furnished with a copy of this request.
 - c) The Contractor shall be responsible for scheduling the training of workers and shall take all reasonable steps to ensure that each beneficiary is provided with a minimum of six (6) days of formal training if he/she is employed for 3 months or less and a minimum of ten (10) days if he she is employed for 4 months or more.
 - d) The Contractors shall do nothing to dissuade targeted labour from participating in the above mentioned training programmes.
 - e) An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend formal training, in terms of d) above.
 - f) Proof of compliance with the requirements of a) to f) above must be provided by the Contractor to the Employer prior to submission of the final payment certificate.
- | | |
|----------------------------------------------------------------------|-----------|
| (i) Technical Training | Prov. Sum |
| (ii) HIV/AIDS | Prov. Sum |
| (iii) Handling cost and profit in respect subitem B12.04(i) and (ii) | |

SDAB 3 MATERIALS

SDAB 3.1 NAMEBOARDS

REPLACE THE FIRST SENTENCE OF SUBCLAUSE 3.1 OF SABS 1200 AB WITH THE FOLLOWING:

"The Contractor shall supply and erect at locations approved by the Engineer, the number of contract nameboards specified in C3.4.2.2.1 Facilities for the Engineer, which, unless otherwise specified in the Contract, shall comply with the recommendations for the standard board of the South African Association of Consulting Engineers with regard to size, painting, decorating and detail, and the requirements described hereunder. These name boards should be kept in good condition through the duration of the contract"

SDAB 3.2 OFFICE BUILDING(S)

REPLACE THE WORDS "as scheduled" IN PARENTHESIS IN THE FIRST LINE OF SUBCLAUSE 3.2 OF SABS 1200 AB WITH "as specified in C3.4.2.2.1 Facilities for the Engineer, AND REPLACE SUBCLAUSE 3.2(j) OF SABS 1200 AB WITH THE FOLLOWING:

"(j) a heater and fan or air-conditioning unit capable of both heating in summer and cooling in winter."

SDAB 4 PLANT

ADD THE FOLLOWING NEW SUBCLAUSES TO CLAUSE 4 OF SABS 1200 AB:

"SDAB 4.2 SURVEY EQUIPMENT

No Survey Equipment is required. The Contractor shall provide any survey equipment for use by the Engineer if required in unforeseen circumstances and shall be reimbursed where necessary

SDAB 5 CONSTRUCTION

ADD THE FOLLOWING NEW SUBCLAUSE TO CLAUSE 5 OF SABS 1200 AB:

"SDAB 5.6 SURVEY EQUIPMENT

All survey equipment provided by the Contractor shall be kept fully serviceable and secured at all times by the Contractor. The Contractor shall have any defective equipment repaired or replaced at his own cost within 12 hours after notification by the Engineer's staff.

Where required by the Engineer, the Contractor shall, at his own cost, promptly arrange for the recalibration of survey equipment provided."

SDC SITE CLEARANCE

SDC 3 MATERIALS

SDC 3.1 DISPOSAL OF MATERIAL

ADD THE FOLLOWING:

"The Contractor shall obtain his own dumping sites for the disposal of material and all transport costs shall be included in the rates tendered for site clearance."

No overhaul will be paid for any spoil material and the Contractor shall allow for all haulage costs in his tendered rates.

SDC 5 CONSTRUCTION

SDC 5.2 CUTTING OF TREES

SDC 5.2.3 Preservation of trees

SDC 5.2.3.2 Individual trees

REPLACE THE LAST SENTENCE WITH THE FOLLOWING:

"An amount of R1 500,00 will be deducted from moneys due to the Contractor as a penalty for every tree that is damaged or removed unnecessarily."

SDC 5.5 RECLEARING OF VEGETATION

ADD THE FOLLOWING:

"When areas have to be recleared on the written instructions of the Engineer, such reclearing shall be carried out at the Contractor's own cost and the Contractor is therefore advised not to clear the areas too soon."

SDC 8 MEASUREMENT AND PAYMENT

SDC 8.2 PAYMENT

SDC 8.2.1 Clear and grub

REPLACE THE FIRST LINE WITH THE FOLLOWING:

"The area designated by the Engineer to be cleared and grubbed will be measured in square metre to the nearest square metre"

ADD THE FOLLOWING:

"The rate tendered for clearing and grubbing shall cover the cost of disposal and the total haulage cost of the material off the site as directed in SDC 3.1 and the protection of erf pegs"

ADD THE FOLLOWING ITEMS IN SUBCLAUSE 8.2:

"SDC 8.2.11 Take down and re-erect existing fences

Unit: m

The rate shall cover the cost of taking down the fences, coiling wire, sorting, stacking and guarding all materials, the cost of loading, transporting and off-loading such materials, the cost of re-erecting the fence in its original position using the dismantled material, the cost of temporary bracing of the fencing sections not taken down and the cost of appurtenant materials that may be required to restore the fence to its original condition before dismantling.

SDD EARTHWORKS

SDD 2 INTERPRETATIONS

SDD 2.1 SUPPORTING SPECIFICATIONS

REPLACE SUBCLAUSE 2.1.2 WITH THE FOLLOWING:

"SDD 2.1.2 Any of the other SABS 1200 specifications may form part of the Contract documents."

SDD 2.3 DEFINITIONS

REPLACE THE WORD AND THE DEFINITION FOR "Borrow" WITH THE FOLLOWING:

"Borrow material: Material, other than material obtained from excavations required for the works, obtained from sources such as borrow pits or the authorised widening of excavations. 'Borrow' shall have a corresponding meaning."

REPLACE THE DEFINITION FOR "Specified density" WITH THE FOLLOWING:

"Specified density: The specified dry density expressed as a percentage of modified AASHTO dry density."

REPLACE THE DEFINITION FOR "Stockpile" WITH THE FOLLOWING:

"Stockpile (verb): The process of selecting and, when necessary, loading, transporting and off-loading material in a designated area for later use for a specific purpose"

ADD THE FOLLOWING DEFINITIONS:

"Commercial source: A source of material provided by the Contractor, not the Employer, and including any borrow pit, provided by the Contractor

Fill: An embankment or terrace constructed of material obtained from excavations or borrow pits. In roads it includes the earthworks up to the underside of the selected subgrade level.

Fill (material): Material used for the construction of an embankment or terrace

Roadbed: The natural in situ material on which the fill or, in the absence of fill, the pavement layers are constructed"

Bulk Excavation: "Excavation to the underside of the lowest construction layer in roadways will be considered as bulk excavation "

SDD 3 MATERIALS

SDD 3.1 CLASSIFICATION FOR EXCAVATION PURPOSES

SDD 3.1.1 Method of classifying

ADD THE FOLLOWING:

"The classification of material other than 'soft excavation' shall be agreed upon before excavation may commence.

The Contractor shall immediately inform the Engineer if and when the nature of the material being excavated changes to such an extent that a new classification is warranted for further excavation. Failure on the part of the Contractor to advise the Engineer in good time shall entitle the Engineer to reclassify, at his discretion, such excavated material."

SDD 3.2.3 Material suitable for backfill or fill against structures

REPLACE THE CONTENTS OF THIS SUBCLAUSE WITH THE FOLLOWING:

"Material used for backfill behind structures shall generally be the material excavated, subject to the following conditions:

- (a) The material shall not contain an excessive number of stones retained on a 50 mm sieve;
- (b) The material shall not contain large clay lumps that do not break up under the action of the compaction equipment; and
- (c) The liquid limit of the material shall not exceed 40, neither shall the PI exceed 18."

SDD 3.3 SELECTION

ADD THE FOLLOWING SUBCLAUSE:

"SDD 3.3.3 Selection in borrow pits and excavations

Approval of a borrow area for a certain purpose does not necessarily mean that all the material in that area is suitable for the specified purpose. What it does mean is that the borrow area contains some suitable material. The onus shall rest on the Contractor to ensure that only material that is indeed suitable is removed and used for the specified purpose.

When the Contractor has to select excavated material for a specific purpose, the above provisions relating to borrow areas shall apply *mutatis mutandis* to excavations.

The Contractor shall not waste or contaminate material that has been selected for a specific purpose."

SDD 4 PLANT

SDD 4.4 DETECTORS

REPLACE THE CONTENTS OF SUBCLAUSE 4.4 WITH THE FOLLOWING:

"The Contractor shall, for the purposes of detecting and locating underground services in accordance with the provisions of subclause 5.4 of SABS 1200 A and subclause 5.1.2 of SABS 1200 D, at his own cost, provide and use detecting equipment which is suitable for the detection of underground cables and pipes."

PCL: COMMUNITY LIAISON AND COMMUNITY RELATIONS

PCL 1 GENERAL

The construction site is situated in a built-up area and the Contractor shall ensure the least possible disruption of movement of the public during construction. The Contractor shall be responsible for liaison with the Community Liaison Officer (CLO) in respect of construction activities next to private properties and entrances to properties. No separate payment will be made in this regard.

PCL 2 PROJECT STEERING COMMITTEE (PSC)

A Project Steering Committee (PSC) will be established for the project. The functions and powers of the PSC will be as approved by the Masilonyana Local Municipality.

In view of the Contract being executed in various Municipal Wards and to limit representation on the PSC, the PSC will consist of the local Ward Councillors and a total of three community representatives appointed by the Ward Councillors affected by the Works.

The Contractor will liaise with the CLO and Ward Councillors for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.

PCL 3 PUBLIC LIAISON OFFICER (PLO)

A Community Liaison Officer (CLO) will be appointed by the Contractor only on instruction of the Employer. In the event of an appointment of a CLO, the Contractor shall, however, accept the appointment as part of his management personnel.

PCL 3.1 DUTIES OF THE CLO

The CLO's duties will be the following:

- a. The CLO will liaise with the PSC for the permanent appointment of local labour workforce for the duration of the Contract, irrelevant of the work being executed in various wards.
- b. To be available on site daily between the hours of 07:15 and 10:30 and at other times as the need arises. His normal work day will extend from 07:15 in the morning until 16:45 in the afternoon inclusive of a thirty-minute lunch interval.
- c. To determine, in consultation with the Contractor, the needs of the local labour for relevant technical training. He will be responsible for the identification of suitable trainees and will attend one of each of the training sessions.
- d. To communicate with the Contractor and the Engineer to determine the labour requirements with regard to numbers and skill, to identify possible labour disputes and to assist in their resolution.
- e. To attend all meetings in which the community and/or labour is present or is required to be represented. In particular he will attend the first part of the monthly Site Meeting to report on local community labour involvement.
- f. To report to and liaise with the Project Steering Committee.
- g. To inform local labour of their conditions of employment and to inform local labourers as early as possible when their period of employment will be terminated.

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- h. To ensure that all labourers who are involved in activities where tasks have been set are fully informed regarding the principle of task work.
 - i. To attend disciplinary proceedings to ensure that hearings are fair and reasonable.
 - j. To receive and attend to any complaints lodge by PSC and members of the community.
 - k. To keep a daily written record of his interviews and community liaison.
 - l. All such other duties as agreed upon between all parties concerned.
 - m. To prevent any interference with any matter that is in conflict with the relevant contract as approved by the Local Municipality, that could have a direct influence on the technical specification or the conditions of contract as set out in the relevant contract documents.
 - n. To ensure that no member of the PSC or any member of the community put any pressure on the consultant and/or the Contractor involved to make any financial or other contribution to individuals or the community as a whole without the knowledge of the Masilonyana Local Municipality.

PCL 3.2 PAYMENT FOR THE CLO

Remuneration of the CLO will be **R5 000.00** per month unless otherwise ordered by the Engineer. A special item is incorporated in the Schedule of Quantities relating to payment of the CLO on a monthly basis.

The Contractor shall give to the CLO, at the earliest opportunity, written notice of the termination of the project, provided always that such notice shall not be less than one month.

PES : LOCATING AND PROTECTING EXISTING SERVICES

PES 1 GENERAL

All services are not known and it will be the responsibility of the Contractor to locate and protect all services in the vicinity of the construction work.

PES 2 LOCATION OF EXISTING SERVICES

Before underground or excavation work is carried out, the Contractor shall ascertain the presence and position of all services likely to be damaged or interfered with by his activities. He shall obtain up-to-date plans from the Engineer for this purpose, showing the position of services in the area where he intends to work. As services can often not be reliably located from such plans, the Contractor shall determine the exact position of such services by means of suitable detecting equipment and afterwards by careful hand excavation where necessary in order to expose the services at the positions of possible interference by his activities. This procedure shall also be followed in respect of services not shown on the plans but believed to be present.

All such services, the positions of which have been located at the critical points, shall be designated as 'known' services and their positions shall be indicated on a separate set of Drawings, a copy of which shall be furnished to the Engineer.

While he is occupying the Site, the Contractor shall be liable for all damage caused by him to known services as well as for consequential damage, whether caused directly by his operations or by the lack of proper protection.

PES 3 PROTECTION DURING CONSTRUCTION

The Contractor shall exercise all the necessary care to prevent damage to known services during construction operations. Major excavating equipment and other Plant shall not be operated dangerously close to these services. Where necessary, excavation in close proximity to these services shall be carefully carried out with suitable hand tools, excluding picks wherever their use could damage the services. No additional payment will apply to such more difficult work.

Services left exposed shall be suitably protected from damage.

PES 4 MEASUREMENT AND PAYMENT

Location and protection of existing services:

PES 4.1 Provision of detecting devices for:

- (a) Water and sewer pipes Unit : Sum
- (b) Electrical and other cables Unit : Sum

The tendered sums shall cover the cost of providing and operating suitable equipment for as long as it is needed to locate all the existing services likely to be affected by the construction activities. Alternatively, an approved specialist firm may be employed to carry out the work.

PES 4.2 Hand excavation necessary for locating and exposing existing services in all material:

- (a) In roadways Unit : m³
- (b) In all other areas Unit : m³

The rates shall cover the cost of excavating by means of hand tools within authorised dimensions, for all precautionary measures to protect the services from damage during excavation and backfilling, and for subsequent backfilling and compacting. Compaction of material in all areas except in roadways shall be to 90% of the modified AASHTO density.

The rate for hand excavation in roadways shall include compensation for compacting excavated or selected backfill material to 93% of modified AASHTO density. Reinstating layerworks and surfacing shall be measured and paid separately.

The tendered rates shall also include for keeping excavations safe, for dealing with surface and subsurface water, for removing surplus excavated material from the Site, for transporting all material within the free-haul distance, and for supplying adequate supervision during both excavation and backfilling operations.

PLIS: LABOUR INTENSIVE SPECIFICATION

PLIS 1 SCOPE

PLIS 1.1. Scope of Specification

All items in the schedule of quantities with a "(L)" added to the item reference, will be classed as a Labour-intensive task, and labour intensive principals must be used.

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- (a) trenches having a depth of less than 1.5 metres
- (b) storm water drainage
- (c) low-volume roads and sidewalks

PLIS 1.2. Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this contract, the requirements of this specification shall prevail.

PLIS 1.3. Hand excavatable material

Hand excavatable material is material:

- (a) granular materials:
 - i. whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense or dense; or
 - ii. where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolate boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100 mm;
- (b) cohesive materials
 - i. whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or
 - ii. where the material is a gravel having a maximum particle size of 10 mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic con penetrometer is required to penetrate 100 mm;

Note : 1) A boulder, a cobble and gravel material is with a particle size greater than 200 mm.

2) A dynamic cone penetrometer is an instrument used to measure the insitu shear resistance of a soil comprising a drop weight of approximately 10 kg which falls through a height of 400 mm and drives a cone having a maximum diameter of 20 mm (cone angle of 60° with respect to the horizontal) into the material being used.

PLIS 1.4. Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

PLIS 1.5. Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100 mm.

Each layer shall be compacted using hand stampers :

to 90% Proctor density;

such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10 mm and contains no isolated boulders, or

such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

PLIS 1.6. Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

PLIS 1.7. Clearing and grubbing

Grass and small bushes shall be cleared by hand.

PLIS 1.8. Shaping

All shaping shall be undertaken by hand.

PLIS 1.9. Loading

All loading shall be done by hand, regardless of the method of haulage.

PLIS 1.10. Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

PLIS 1.11. Offloading

All material, however transported, is to be off-loaded by hand, unless tipper trucks are utilised for haulage.

PLIS 1.12. Spreading

All material shall be spread by hand.

PLIS 1.13. Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

PLIS 1.14. Grassing

All grassing shall be undertaken by sprigging, sodding or seeding by hand.

PLIS 1.15. Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

Grout shall be mixed and placed by hand.

PLIS 1.16. Manufactured Elements

Element manufactured or designed by the Contractor, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams shall not individually, have a mass of more than 320 kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper handhold on them.

GUIDELINES FOR SUBCONTRACTING AND LABOUR ENHANCEMENT

C3.7.1 DEFINITIONS

The community means individual and communal property owners, organised groups of road users, other interest groups and departments or spheres of government that may be affected by the location, construction, operation and maintenance of the road to which this contract applies.

"Conventional contract" means any contract for the execution of civil engineering or building or similar construction works, in which the liabilities and responsibilities of the two parties thereto are assigned essentially in a manner which is consistent with that set out in the General Conditions of Contract for Road and Bridge Works for State Road Authorities, 1998 (as published by the Committee of Land Transport Officials) or other similar documents.

"Conventional subcontract" shall be similarly and appropriately construed.

"Contract Participation Goal" (or CPG), is the value of goods, services and works, excluding VAT, for which the Contractor proposes to engage labour and sub-Contractors.

"Contractor" means any person or group of persons in association, or firm, or body corporate who is registered with the Construction Industry Development Board (CIDB) and:

- a) have a Contractor grading designation equal to or higher than a Contractor grading designation specified for the Contract, or
- b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one Contractor grading designation lower than that required in terms of a) above

"SubContractor" shall be similarly and appropriately construed.

Emerging Contractor means an ABE that cannot reasonably be categorised as a conventional Contractor defined above.

Affirmable Business Enterprise (ABE): a business which adheres to statutory labour practices, is a legal entity, registered with the South African Revenue Service and a continuing and Independent Enterprise for profit, providing a Commercially Useful Function and:

- a) Which is at least two thirds owned by one or more previously disadvantaged individuals or, in the case of a company, at least two thirds of the shares are owned by one or more previously disadvantaged individual; and
- b) Whose management and daily business operations are in the control of one or more of the previously disadvantaged individuals who effectively own it.

"Key Personnel" means all contracts managers, site agents, materials and survey technicians, trainers, supervisors, foremen, skilled plant operators, and all other personnel in the permanent employ of the Contractor or his subContractor who possess special skills and/or who play key roles in the Contractor's or subContractor's operations.

"Worker" for the purposes of this specification means any person, not being one of the defined key personnel of the Contractor or his subContractor, who is engaged by the Contractor or subContractor to participate in the execution of any part of the contract works and shall include unskilled labour, semi-skilled and skilled labour, artisans, clerical workers and the like.

"Workforce" means the aggregate body comprising all workers and shall, unless the context dictates otherwise, include the workforces of the Contractor and all his sub-Contractors.

"SubContractor" means any person or group of persons in association, or firm, or body corporate (whether formally constituted or otherwise) not being the Contractor, to whom specific portions or aspects of the works are sublet or subcontracted by the Contractor in accordance with the provisions of the contract.

Level of subContractor means the level of responsibility carried by and the assistance to be provided to the different grades of subContractor in the execution of subcontracts.

"Project Committee" is the committee comprising out of the Employer's representative, The Engineer or his representative, the Contractor or his representative and the CLO.

"CLO" is the Community Liaison Officer as appointed by the Contractor and paid under the Contract.

C3.7.2 LABOUR ENHANCED CONSTRUCTION

The Contractor's attention is drawn to the fact that it is an objective of the contract to maximise the labour content of certain operations or portions thereof. In this regard, where the specified work allows for a choice between mechanical or labour-enhanced means, the former shall generally be kept to the practical minimum.

The Contractor shall submit on a monthly basis on the date as determined by the Employer, daily labour returns on the prescribed templates to the Engineer indicating the numbers of labour employed on the works and the activities on which they were engaged.

It is also an objective to utilize SMME's / ABE's in the vicinity of the project, the development of these resources in the execution of the project, and by maximising the amount of project funds retained within the project locality.

C3.7.3 TEMPORARY WORKFORCE

a) Record of workforce and sub-Contractors

The Contractor shall maintain accurate and comprehensive records of all workers engaged on the contract and shall provide to the Engineer at monthly intervals from the commencement of the contract, interim records substantiating the actual numbers of employment opportunities which have been generated to date and the amounts actually paid in respect thereof. Such interim records shall be in a format approved by the Employer. Labour records of emerging Contractors, SMME or ABE sub-Contractors, where applicable, shall also be provided by the Contractor and shall be deemed to form part of the workforce.

The Contractor shall, on completion of the contract, and as a pre-requisite to the release of any retention

money, provide the Engineer with independently audited documentary evidence of the total number of employment opportunities actually generated during the contract.

The value of the target amount (minimum Contract Participation Goal) spent on local labour is prescribed in the *PART T2.1 Contract Data*.

b) Recruitment and selection procedures

The Contractor shall be responsible for the final selection of workers and sub-Contractors to constitute the temporary workforce but in doing so, shall adhere to the procedures adopted by the CLO along the following guidelines:

The Contractor shall advise the Engineer in writing, of the numbers of each category of temporary worker which he requires, together with the personal attributes which he considers desirable that each category of worker shall possess (taking due cognisance of the provisions of the contract relating to training).

The CLO shall take the necessary actions to identify potential workers for the temporary workforce from communities in the vicinity of the works. The details of all persons applying for employment shall be recorded, including inter-alia:

- Name, address, age and sex
- Marital status and number of dependants
- Qualifications and previous work experience (whether substantiated or not)
- Period since last economically active
- Preference for type of work or task.

The CLO shall make a selection of workers from amongst the applicants, taking due cognisance of his requirements for the workforce as supplied by the Contractor and the provisions of the contract in regard to the provision of training to selected members of the workforce and in accordance with the following principles:

No potential temporary worker shall be precluded from selection by virtue of a lack of skill in any suitable operation forming part of the works, unless:

- all available vacancies have been or can be filled by temporary workers who already possess suitable skills; or
- the completion period allowed in the contract, or the remaining portion of the contract period (as the case may be) is insufficient to facilitate the creation of the necessary skills;

The Contractor shall make a final selection from the list provided by the CLO using the following criteria:

- preference shall be given to the long term unemployed and single heads of households
- in so far as is reasonably practicable, give priority to accommodating the applicants' expressed preferences regarding the types of work for which they are selected and shall not be prejudicial to youth over the age of fifteen years and women.

The same provisions shall apply as is in respect of the selection of additional or replacement members of the workforce as may be necessary from time to time during the contract.

c) Terms and Conditions Pertaining to the Employment of the Temporary Workforce and sub-Contractors

The onus shall be on the Contractor to ensure that all the requirements of all the acts relating to the employment of workers and sub-Contractors are observed.

d) Labour Relations and Worker Grievance Procedures

In accordance with the provisions of the General Conditions of Contract, the Contractor shall, at his own cost, be fully responsible for the establishment and maintenance of satisfactory labour relations on site and the resolution of all grievances of temporary workers and sub-Contractors as may occur.

The Contractor shall at all times adhere to the accepted norms and standards of labour relations prevailing generally in the civil engineering construction industry and shall conduct himself in a fair and reasonable manner, within the constraints as may be imposed upon him by the terms of the contract.

In the event of any temporary worker engaged by the Contractor in terms of the contract, being aggrieved on any issue, he shall have the right to nominate and be supported in any inquiry or disciplinary hearing or investigation instituted by the Contractor, by one member of the temporary workforce.

In the event of any grievance not being satisfactorily resolved through the application of normal dispute resolution procedures described above, then either the Contractor or the worker concerned may require that the matter be referred to the PC for further consideration, with a view to facilitating resolution thereof.

C3.7.4 TRAINING OF THE TEMPORARY WORKFORCE

Selected members of the workforce are to be provided at least with structured training by a nominated subContractor, in accordance with the provisions of this section. The Contractor shall make all necessary allowances in his program of work to accommodate and facilitate the delivery of such structured training.

ABE subContractor's workforces will be entitled to receive accredited training that will improve on task skills necessary for the execution and successful completion of the various subcontracts. The Contractor, in conjunction with the Engineer, shall monitor each ABE's progress closely and shall identify those who will benefit from structured construction skills training

The technical training shall comprise of items selected from the table in paragraph 7 of this section and which are relevant to this project.

C3.5.5 ACCREDITED TRAINING AND ATTENDANCE

Only qualified trainers employed by training agencies who are accredited by the Civil Engineering Industry Training Scheme (CEITS), or any other institution recognised by the Department of Labour shall deliver all training certificates affirming the successful participation in the various courses and shall be presented to each attendant.

The Contractor shall facilitate in the delivery of training, by instructing and motivating the relevant subContractor regarding his staff's attendance and participation therein.

The Contractor shall further make all reasonable efforts to co-ordinate subContractor's work with that of the delivery of the structured training

The provision of structured training shall not relieve the Contractor of any of his obligations in terms of clause 24 of the General Conditions of Contract and the Contractor shall remain fully liable for the provision, at his own cost, of any other training of the workforce, additional to the structured training, as deemed to be necessary by the Contractor to achieve the execution and completion of the works strictly in accordance with the provisions of the contract.

C3.7.6 PENALTIES FOR NON-COMPLIANCE

Any deliberate failure or neglect by the Contractor to comply with the provisions of this specification, or any deliberate omission or neglect by the Contractor in adhering to or applying the principles as are described and inherent in this specification, shall be deemed to constitute a warrant for the Engineer to act in terms of clause 55.1.5 of the conditions of contract or the penalties specified for non-attaining the prescribed CPG's will be applied and doubled.

C3.7.7 MEASUREMENT AND PAYMENT

ITEM	UNIT
ITEM	UNIT

B12.02 **Community Liaison Officer salary** provisional (Prov) sum

The provisional sum provided shall cover the salary of the duly elected and approved CLO.

ITEM	UNIT
B12.04 Training	

- | | | |
|-----|-------------------------------------|------------------------|
| a) | Training of the temporary workforce | |
| i) | Technical training | provisional (Prov) sum |
| ii) | HIV/AIDS | provisional (Prov) sum |

The provisional sums provided shall cover all the cost for the training of the temporary workforce.

ITEM	UNIT								
B12.02/4	Handling	costs	and	profits	in	respect	of	items	

B12.02 and B12.04 percentage (%)

The tendered percentage is a percentage of the amounts actually spent under the items, which shall include full compensation for the handling costs of the Contractor, and the profit in connection with the training.

C3.8 PARTICULAR SPECIFICATIONS

The below project specific work specifications should be used in conjunction with the General Conditions of Contract as described in C1.2. Contract Data Part 1

PS1 Fencing Provision Specification

PS1.1 TEMPORARY/REPAIR TO EXISTING SECURITY FENCING

Temporary fencing for site office is to consist of 1.2 m bonnox fencing, or similar, suitably tensioned and supported on 1.8 m fencing standards at 3 m intervals, with all necessary straining posts and stays. All temporary fencing as indicated by the Engineer is removed on completion of the contract.

PS1.2 PERMANENT SECURITY FENCING

Permanent fencing for site property boundary is to consist of 2.4m high concrete palisade fencing, or similar, suitably tensioned beams (min prestressed wire strength in beams of 1700MPa) and supported on 0.1m fencing standards at 2.04 m intervals, with all necessary straining posts and stays as per SABS 1372-1983. Minimum compressive strength of 30 MPA at 28 days as per SANS 5836.

The post shall be 2.4m long and slotted, as per drawing, to take the horizontal load bearing rails. The front edge shall be curved. The back section shall be 100mm wide tapering to the front to 60mm. The thickness of the post shall be 160mm. Posts shall be spaced at 2.04m centre.

The posts shall be pre-stressed with 4 x 4mm wire graded 1700 MPa, stressed to 75% of the U.T.S. (Ultimate Tensile Strength). Prestressed wires shall be cut at the surface level and sealed. The top of the post shall be angled at 45°

The pales shall be 1.8m long with two 10mm holes to take 8mm carriage type bolts. The front edges shall be curved. The back section shall be 70mm wide tapering to the front to 60mm. The thickness of the pales shall

be 55mm. Pales are spaced at +/- 165mm centres.

The pales shall be reinforced with four 4mm hard-drawn wires graded 550 / 650 MPA (SAE 1008 Carbon Rated). Wires shall be cut to a length of 1.7 metres and centred across the length of the element with a minimum concrete cover of 15mm. The top and bottom of the pales shall be angled at 45°.

Each post shall be embedded to full depth in concrete in a foundation hole of at least 500mm x 500mm and a depth of 750mm as per drawing.

All permanent fencing as indicated by the Engineer is installed as outer barrier and left on completion of the contract.

An item has been included in the Bill of Quantities to comply with the above actions.

PS1.3 AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

PS2 Security Provision Specification

PS2.1. TEMPORARY SITE SECURITY FOR PROTECTION OF WORKS FOR CONSTRUCTION DURATION

The Contractor shall, for the duration of the contract until final completion and for defects liability period, provide sufficient security and watchmen to adequately ensure the safety and protection of the works, the Contractor's staff, including local labour and sub-Contractors, and all site plant and construction equipment required for the works.

Site Security, in conjunction with the local SAPS (where necessary), shall be responsible for removal of disruptive elements, that may interrupt the progress of the contract through acts such as, but not limited to, intimidation, threats of disruption, violent disruption, or criminal and illegal activity by the local community or independent organisations or entities that may result in slowing down or partial or total stoppage of the works.

Payment shall be made for this item under the Preliminary and General section of the Bill of Quantities. Payment for this item shall be made pro-rata in accordance with the overall percentage of physical progress achieved by the Contractor, as determined by the Project Manager/Engineer.

PS2.2. PERMANENT SITE SECURITY PERSONNEL FOR PLANT OPERATION

The Contractor shall in connection with the works provide and maintain at their cost all guards and security measures as required for plant operations. The below security personnel services are needed:

Two (2) Security Officers as guards Required (of Grade C) during the dayshift and one (1) security guard for night shift on grade (C) to patrol and secure the Masilo plant premises on full time basis (weekdays, holidays and weekends) over the contract duration and defects liability period.

One (1) Security Officers as guards Required (of Grade C) during the dayshift on grade (C) to patrol and secure the Theunissen SPS plant premises on full time basis (weekdays, holidays and weekends) over the contract duration and defects liability period.

We also require 1 supervisors (Grade B with valid drivers license, valid firearm competency and training) to provide security supervision, conduct night visits/unannounced patrols at both treatment plant locations periodically. They shall on day and night shift be available and operate from the service providers off-site control room and provide armed response when required by guards on the premises. Supervisor will be responsible for all administrative reporting and patrol supervision. All costs associated with administrative

duties, compliance reporting, professional body licensing, training, shift travel, patrol travel and vehicle provision and associated vehicle fuel and normal service (wear and tear) to be included for in the tendered rate.

Function of guards:

The guard on duty at the municipal facilities /premises or site must:

- Fill in a daily log sheet indicating (Shift start time, Shift end time, Complete the visitors register – for entrance and exit at all times)
- Conduct hourly inspections known as rounds checks/patrol, from within prescribed perimeters of guarded facility and out. Record the results and activities on Occurrence Book at all times.
- Safeguard Council vehicles, equipment and plant on the premises at all times
- Report all emergencies and possible illegal activities to the designated managers/SAPS.
- Monitor and authorise entrances and departures of visitors/personnel to prevent the unauthorised removals of Council assets or theft of items
- Ensure that no unauthorized person enters the premises.

Security Personnel deployed at the sites must be registered with the Private Security Industry Regulatory Authority (PSIRA) and have full fire-arm competency. Security guards must have two way radios, baton stick, rechargeable torch, handcuffs and a reflective jacket with safety shoes over there prescribed service provider uniform as a minimum. A maximum of a 12 hour shift is required for working hours on site per guard and no security officer is allowed to work two consecutive shifts/days in a row.

Security personnel must wear an ID card whilst on duty in such a manner that it can be clearly seen. The ID card must contain the members' name, surname, PSIRA number, Security Grade, employee number and a photo of the employee and shall be signed by the employer as well as employee. All personnel must be registered at PSIRA at all times. All guards must at least have a Grade C security grading and relevant grade where necessary. The Contractor will be responsible for the hiring of equipped security personnel from a competent and registered Security Service Provider.

An item has been included in the Bill of Quantities to comply with the above actions.

PS2.3. AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

PS3 Mechanical Specification

PS3.IWK INLET WORKS MECHANICAL EQUIPMENT

The mechanical equipment or installations at the Inlet Works can be divided into two work categories; namely the equipment that has been damaged or vandalized and need to be refurbishment or repaired to bring it back to a proper working condition, and the equipment that is not recommended for refurbishment, but needs to be replaced with new alternative equipment installation(s) that was never there initially.

PS3.IWK.1 EQUIPMENT TO BE REFURBISHED OR REPAIRED

Equipment in this category was visually inspected, hence the actual condition of the equipment could not be fully ascertained to determine current functional status and the needed repairs or replacement. In addition, some of the equipment could not be seen, such as the submersible pumps, to ascertain if such equipment is actually available and in need of repairs/refurbishment, or was removed/stolen, and need to be replaced with new equipment.

The Mechanical Contractor's scope of works will include further mechanical condition assessments of the identified equipment and any others that could have been missed out. Some equipment cannot be repaired without first stripping them apart to determine the extent of damage and to ascertain if refurbishing or replacement of the equipment would be preferable. ***For such equipment, the Contractor's scope of work shall also include a report detailing the refurbishment needed, and a cost comparison between***

carrying out such repairs versus replacement with new equipment for the Engineer to decide which option to take.

The equipment and work in this category at the Inlet Works includes, but is not limited to the following:

1. Manual hand gates

There are openings (concrete slots) on the channels for hand gates at the Inlet Works, with two upstream to the mechanical screen and hand rake screen, and the other two immediately downstream to these screens. Each channel is about 600 mm wide and channel depth is about 1100mm below the top of the concrete channel. Two hand gates are installed, one in each of the pairs of slots. The missing hand gates are (or may be) needed, even to be kept as spares in the local storage. There are two openings by the one vortex degritting chamber, both have no hand gates. The Contractor will need to verify the need for these hand gates in order to be able to supply these two hand gates if necessary. Their widths are approximately 1 100 mm for the one, and 550mm for the other, and approximately 1100mm height. The Mechanical Contractor (the successful Tenderer) shall carefully measure to verify actual dimensions prior to ordering the equipment. The dimensions for the openings for the hand gates are therefore as follows (to be verified by appointed Contractor):

For the Inlet Channel:

Width of opening:	600 mm
Height of Opening:	1100 mm
Quantity (No. of openings):	4 off

For the Vortex Degritter Openings

Width of opening:	550 mm (1 st opening)
Width of opening:	1100 mm (2 nd opening)
Height of Opening:	1100 mm (for both)

2. Mechanical Coarse Screen

The existing mechanical screen has a screening aperture gap of about 20 mm, making it a coarse mechanical screen. No technical information is available on this mechanical screen, the motor size seems to be 1.5kW, but the model or supplier name/information cannot be found anywhere on the installed equipment. Even though the intent is to refurbish this screen, it is also worthwhile to consider a replacement mechanical fine screen in its place, as an alternative to refurbishing the existing old mechanical screen. Though the technical and performance details are not available, it is presumed to have been designed for a 3.5ML/d sewage flow rate. It is possible that the original equipment supplier may no longer have the relevant spares that might be required for refurbishment. The Contractor shall first assess the equipment for possible refurbishment, and provide a price for refurbishing this mechanical screen, and also include a separate price for the supply and installation of a mechanical fine screen in its place as an option. The fine screen replacement option will include as part of the package supply, a screenings washer compactor, and a screw type screenings conveyor that supplies the screenings from the fine screen to a screenings washer compactor, with both these components and ancillaries supplied with the mechanical fine screen as a package. The Screening channel is also 600 mm wide and approximately 1100mm deep. The required replacement fine screen details are further described below, together with additional ancillary equipment that goes with it.

3. Manual Hand Rake Screen and Hand Rake

The existing manual hand rake screen and hand rake, even though working, needs to be refurbished,

preferably taken out of its installation position, then completely cleaned, inspected for rough edges and scratches repaired where needed, then pickled and passivated and re-installed. A new hand rake suitably designed for this manual course screen shall be supplied.

4. De-gritting Blower

The existing degritting air pump blower setup has the blower missing, with only the old motor, pipework and valves still installed. The motor looks old and in need of refurbishment or replacement if the same motor spec will be required for the replacement blower. The previous blower was provided and/or installed by Sowerby Engineering Company (SENCO) located in Booysens, Johannesburg, who may be able to provide additional details not currently available to be used to benchmark the replacement blower specifications, but the previous blower motor size is about 5.5kW. The Mechanical Contractor shall propose a replacement air pump blower to replace the previous blower, having assessed the size of the air pump de-gritting pipework, which seems to be DN 150mm, and using the previous blower information as a benchmark for the minimum performance requirements. Even though only one blower was installed, it is preferable to have a second similar blower as a standby. The Mechanical Contractor shall supply and install a second blower as a standby blower, similar to the first one being refurbished, or its replacement.

In addition, the Mechanical Contractor shall remove and re-configure all the air pipework and valves for the degritting air pump to accommodate the added standby blower, and ensure that all pipework and valves needing replacement are also replaced accordingly.

5. De-gritting Fluidizing Water Pump System

There is an existing pipeline of about DN25-32mm that seemingly is for the supply of degritting fluidizing water to work in conjunction with the degritting air pump, but the source of this water line could not be located, but is reported to be from the potable water supply to the site. The Mechanical Contractor shall assess the availability of this water supply, and as an option propose another water pump (duty/standby) that can cater for this needed water supply for the degritting air pump supplying water from the Chlorine Contact Tank, which shall include the suitably sized small pipeline from the Contact Tank to the Inlet Works. This pump system could also cater for the screenings washer compactor needs if/when the option is considered. In the selection and location of this pump station, consideration shall be given to its need to also supply final effluent to another location such as the Chlorination mixing/make-up water pump system, if not included in the package supply for the Chlorination system.

6. Grit Classifier

The existing grit classifier seems old and though most components are still available, needs to be refurbished, preferably taken out of its installation position to a supplier workshop and get a complete overhaul, with new drive system, screw and all the main components, and making good all damaged parts or components to restore it to as new status. Performance testing of the refurbished grit classifier shall be carried out at the supplier workshop premises prior to returning the equipment to site. The Engineer shall be invited to witness and/or certify some of the refurbishment stages and the final testing of the equipment prior to release to site.

7. Grit Trap Mixer

The existing installation of the grit trap mixer is a Dynaflo Mixer Model (ref 2.5M.55.28.1000D Serial # 06.6521) manufactured by Cape Industrial Trading, and is not operational as the degritting chamber is completely covered in sand. The grit trap mixer needs to be refurbished, preferably taken out of its installation position to a supplier workshop, then completely stripped apart, inspected for damages and repairing where necessary, dents and scratches, all components replaced where necessary, including bearings, a new motor and gearbox, the stainless steel components need to be pickled and passivated after refurbishment, and run tested in the workshop before the equipment is returned to site and re-installed. The Engineer shall be invited to witness and/or certify some of the refurbishment stages and the final testing of the equipment prior to release to site.

PS3.IWK.2 NEW REPLACEMENT EQUIPMENT TO BE SUPPLIED AND INSTALLED

Even though it is the intention of the Client to refurbish the equipment back to their proper working condition to bring the wastewater treatment plant back to a proper working state, some of the equipment can be considered for upgrade at this stage, rather than wait for another time for the upgrade. The Mechanical

Contractor's scope of works will also include the assessments of the equipment that should be considered for upgrade at this stage, looking at the cost-effectiveness of current refurbishments versus the costs of the proposed upgrade. The Mechanical Contractor shall then propose a list of the equipment to be upgraded, and together with their tendered prices as second option for consideration by the Client. The following equipment is envisaged for such upgrade, but the Contractor may propose additional items for consideration as well.

1. Mechanical Fine Screen

As stated above, the existing mechanical coarse screen can be replaced by an automated mechanical fine screen, preferably one that will not need modifications to the civil structure already provided for the existing mechanical coarse screen. The replacement mechanical fine screen will be able to remove debris and rags of smaller sizes that currently bypass the coarse screen and end up in the civil structures like the Biological Reactor or Settling Tanks, where they will need to be removed by other means. The fine screen will preferably remove the screenings onto a screenings conveyor that transfers the screenings to the washer compactor, further described below. The proposed mechanical fine screen is further described below.

The Contractor shall also supply and install a suitably configured grating covers (RS40 or equivalent) on the open channels between the hand gates upstream and the mechanical screen and manual screen for operator safety. It was noted that the width of each of the two channels is 60cm, and lengths are about 4m each. The appointed Mechanical Contractor shall verify actual space and dimensions for the grating covers prior to ordering the materials.

PS3.SLR SLUDGE RECYCLE SECTION MECHANICAL EQUIPMENT

The mechanical equipment or installations at the Sludge Recycle section of the plant is mainly the recycle pump stations, of which there are those that could be seen, like the screw pumps, and those that could not be seen, like the submersible WAS sludge pumps submerged under water. The screw pumps, (as it appears) lift up a mixture of incoming raw sludge passing the Inlet Works and recycle sludge (RAS) from the Settling Tanks collecting into a pump sump downstream from the vortex degritters and supplies the sludge into the adjacent Biological Reactor. The WAS submersible pumps, apparently also pump a mixture of WAS sludge from the Biological Reactor, and the WAS from the Settling Tanks (Secondary Clarifiers), which accumulates in another sump adjacent to the Screw Pump sump, and pump this sludge to the Sludge Drying beds. The following refurbishment is envisaged at this section of the Plant.

1. Archimedean Screw Sludge Recycle Pumps

There are two Archimedean screw pumps installed, one has a motor and gearbox, whose condition looks old and dysfunctional, while the other one has neither motor nor gearbox. In addition, the pump screws are 900mm diameter, and look rusted. Each concrete pump trough is 1300mm wide. The Mechanical Contractor shall price for the complete refurbishment of both of these screw pumps, which includes the removal of the pumps from their installation positions and transport to their workshops, and also refurbishment of the pump troughs and all related component and ancillaries, including the bearing grease pump system. In case the refurbishment is not economical or feasible, the Contractor shall also as an alternative price for new replacement screw pumps in place of these pumps. From what was observed on site and information from the Asset records, the pump motor size is 7.5kW, and lifting height of the pumps is about 4m above the water level in the pump sump.

The Mechanical Contractor shall confirm all the required pump technical details prior to placing an order. Indications are that each pump's duty shall be rated for a mixture of the 3.5Ml/d (146 m3/h) incoming raw sludge flow and the RAS from the Settling Tanks (assumed to be up to 60% of the incoming flow) and the pumps are to operate on a duty and standby configuration, allowing for duty rotation. Preferably, the pumps motors shall be VSD controlled to be able to be adjusted to pump variable inflows of sewage. In addition to the pumps, there is a grease lubrication pumping system installed to service the bearings of the screw pumps. The grease lubrication pump is installed adjacent to the two screw pumps that needs to be refurbished or replaced with new ones if refurbishment is not feasible. The Mechanical Contractor shall also price for the refurbishment or replacement of this bearing grease lubrication pump system to suit the refurbished or replacement screw pumps lubrication needs. Currently indications are that the motor size of this grease

lubrication pump is 180W, and is run on a 220V supply.

In addition, the Mechanical Contractor shall provide the Client with a 12 month guarantee on the performance of the refurbished (or new replacement) screw pumps.

The new replacement Archimedean screw pumps, if considered, shall be designed to meet the current recycle duty requirement, and are estimated to have the following characteristics:

- Type of pump = Archimedean Screw Pumps
- Flow Rate = 233.6 m³/h (1.6 x 3.5MI/d estimate, to be confirmed)
- Total Head = 4 m (estimate, to be confirmed from site measurement)
- Pumping Medium = Raw Sludge + Return Activated Sludge mixture
- Solids Capability = 60 mm solids (minimum)
- Pump trough width = 900 mm (to be confirmed)
- Pump speed = VSD Controlled, to cater for variable recycle duty demand
- Efficiency = TBA (As high as possible)
- Absorbed Power = To be confirmed
- Motor voltage = 380V
- Motor Rating = 7.5 kW (to be confirmed)
- QTY = 2 (1 duty, 1 standby)

The new pumps shall be supplied complete with all installation, handling and other ancillaries to facilitate the installation of the new pumps in the existing installation positions.

2. Submersible WAS Pumps

There are two (2) off submersible sludge pumps as reported that could not be seen but said to be submerged in their pump sump adjacent to the sump of the screw pumps. The Mechanical Contractor shall access these pumps to assess their condition and price for their removal, transport to the workshop, assessment, refurbishment, performance testing and re-installation back in their operating positions. Should these pumps be impractical or not economical to refurbish, the Contractor shall confirm their previous operating duty and use the information to design, supply, install, test and commission new replacement vortex-impeller type of submersible pumps in place of these to pump WAS accumulating into the WAS sump to the Sludge Drying Beds using pipeline already installed. The new pumps, if considered, shall be designed to match the duty of the current pumps, and are estimated to have the following characteristics:

- Type of pump = Submersible, vortex impeller type, with settled grit fluidizing capability
- Flow Rate = 60 m³/h (estimate, to be confirmed)
- Total Head = 15 m (estimate, to be confirmed from current pumps info)
- Pumping Medium = Waste Activated Sludge
- Solids Capability = 40 mm solids (minimum)
- Discharge outlet = DN 150 mm (to be confirmed)
- Pump speed = 1435 rpm
- Efficiency = 60 % minimum

- Absorbed Power = 4.1 kW (to be confirmed)
- Motor voltage = 400V
- Motor Rating = 4.5 kW (to be confirmed)
- QTY = 2 (1 duty, 1 standby)

The new pumps shall be supplied complete with all installation and lifting ancillaries for the pumps in the WAS sump, and shall include sufficient lengths of connecting flexible pipework (where needed) and sufficient length of electrical cabling to reach the electrical supply connecting point on the surface.

3. Submersible Pumps Lift Gantry

The Mechanical Contractor shall design, supply and install a manual lifting gantry and crane for the handling of the submersible pumps during their installations and subsequent removal for maintenance and other activities. The lifting gantry and crane shall be capable of lifting at least a 1.5 ton load. The manual crane shall be detachable from the gantry for safe storage elsewhere if need be. The hook of the manual crane shall be able to hook to the lifting ancillaries supplied with the submersible pump installation inside the pump sump. In summary, the equipment shall comply to the following specifications:

- capable of lifting the tonnage of mechanical equipment such as pumps with motors, expected to be not more than 1.5 tons.
- able to provide sufficient lift using chain and hook.
- able to run on overhead single rail.
- complete with operating and lifting chains and hooks.
- auxiliary chains or lifting slings to be used to mount the equipment to be provided and able to handle the loading tonnage.

Details of the proposed hoisting equipment for the pump station and the proposed GA configuration of the setup shall be submitted to the engineer for approval prior to placing of orders. The tendered rates shall be for the suitably-sized hoisting equipment proposed for the location.

4. Sludge Pipework and Ancillaries

The Mechanical Contractor shall also assess the condition of the submersible pump station connecting pipework and also assess the rising main pipework from this pump station to the Sludge Drying Beds to check for any blockages and/or damages to the pipeline. The Contractor shall price for any replacement of the pump station pipework and valves that need to be replaced, and also price for any unblocking or fixing damages on the pipeline, including replacing parts or all of the pipeline to the Drying Beds if need be (if this is not covered by another Contractor). This tendered price shall include all required manpower, tools, services, equipment hire, consumables and whatever else will be needed to successfully complete this scope of work.

5. Hand Gates For Opening Slots

The channel leading to the sump of the WAS Screw Pump has openings for installation of hand gates to facilitate the isolation of each of the Screw Pumps (or sumps) when needed. There are also other hand gates currently stored on the screw pump house floor. The Mechanical Contractor shall assess the available hand gates and the necessity of any other hand gates with a view to replacing the additional needed hand gates based on operating or functional requirement for the setup. The dimensions for the openings for the hand gates are as follows:

Width of opening:	500 mm
Height of Opening:	900 mm

Quantity (No. of openings): 8 off

6. Cleaning of Civil Structures of Accumulated Sand and Debris (From Inlet to Screw Pump Sumps)

It is believed that another Contractor will be responsible for the removal of accumulated sand, vegetation and debris in the waterway channels and structures such as the vortex degritters and sumps. However, if this is not the case, the Mechanical Contractor shall also submit their price to carry out this scope of work in preparation for their accessing of the equipment for refurbishment and re-installation in these structures.

PS3.BIOR BIOLOGICAL REACTOR MECHANICAL EQUIPMENT

The mechanical equipment or installations at the Biological Reactor is mainly the two (2) off surface aerators, and the adjustable weir(s) for the WAS wasting, and channel gates within the Biological Reactor walls. The Mechanical Contractor shall also assess the condition of these mechanical equipment with a view to refurbishing them, making good all damages and bringing the equipment back to proper working conditions. This will involve removal of some or all of the equipment, or parts of these equipment from their current installation positions, transport to their workshops, all the dismantling and replacement of components following by testing of the equipment in their workshops prior to transporting the refurbished equipment back to site to re-install, test and commission the refurbished equipment.

The Contractor shall invite the Engineer to come witness and/or certify some of the refurbishment stages and the final testing of the equipment prior to release to site. The equipment in this section includes the following:

1. Vertical Axis Surface Aerators

There are two surface aerators installed, each equipped with a 75kW motor and gearbox. The outside of the equipment does not reveal much of the condition of the of the equipment, except the electrical cabling that has been cut off, but the equipment has been standing and not operational for many years, and it is presumed that a lot of corrosion and other damages may have taken place to the equipment installation.

The Mechanical Contractor shall remove the aerators from their current installation positions, transport them to their workshops, disassemble the equipment into components, assess condition of the equipment and component to ascertain cost effectiveness of required repairs, (and generate a report where necessary to inform Client if the repair is not cost effective), then (when approved to proceed with refurbishments) completely refurbish the aerators, the gearboxes, refurbish or replace motors with new motors, all equipment refurbishing is to follow OEM guidelines or similar procedures, and also replacing all damaged/worn out components with new components, make good all other imperfections, reassemble the aerators, repaint and/or pick & passivate where necessary, then do all the necessary trial running and testing of the refurbished equipment following accredited procedures and/or OEM guidelines to establish that the refurbishment has been carried out satisfactorily and equipment performance is at a level to meet or exceed Client expectations. Thereafter, when the refurbished equipment performance testing has been approved by the Engineer, the refurbished aerators shall be transported back to site and reinstalled in their installation positions, making all the necessary adjustments to the re-installations in order to get optimal performance results.

All the costs incurred in carrying out this refurbishment shall be included in the tendered lump sum for the aerator refurbishment. In addition, the Mechanical Contractor shall provide the Client a 12 month guarantee on the performance of the refurbished equipment. As an alternative, the Contractor shall also provide a quotation for the design, supply, installation, testing and commissioning of new replacement aerators in place of the refurbishment of the existing, as this will assist in decision making if the outcome of the assessment of the required refurbishments should indicate that refurbishing the equipment is not a viable or cost effective option.

2. WAS Overflow Adjustable Weir

To assist with the wasting of WAS (scum) from the Biological Reactor, an adjustable Overflow Weir is installed, operated with a manual handle that is operated from a concrete walkway. This adjustable weir and manual handle pedestal all need to be refurbished to ensure it is adjustable as originally designed, and that every aspect of its usage is in proper working order. From the appearance, the installation has been lying in the same position, possibly has eased operating and no long performing its original design function.

The Mechanical Contractor shall price for the removal and refurbishment of this component, including making up a temporary replacement of its installed functionality of blocking sewage flow through the opening and only allowing wasting of WAS during the refurbishment of the Adjustable Weir. The refurbished equipment shall be returned to site and re-installed with new sealing rubbers and anchors where necessary, and then tested and commissioned.

3. New Sluice Gates

There are openings for sluice gates installations on the walls and/or interconnecting concrete channels of the Biological Reactor which are missing the sluice gates or have sluice gates that are damaged or no longer serving their intended purposes at this point. The Mechanical Contractor shall assess the current setup of these sluice gates and openings in order to size the required replacement sluice gates to be installed in these positions to ensure that they return to performing their original design functions. The refurbished or replacement sluice gates located in spaces that is cumbersome to reach shall have their manual operation modified such that their opening or closing can be carried out from a position that is accessible, such as from an operator platform. The opening positions noted to be in need of replacement sluice gate installations, or refurbishing of those installed were noted to have the following dimensions:

	<u>Width (cm)</u>	<u>Height (cm)</u>
Position 1:	60	110
Position 2:	60	110
Position 3	60	110
Position 4	60	110

PS3.SST **SETTLING TANKS MECHANICAL EQUIPMENT**

The mechanical equipment or installations at the Secondary Settling consist only of equipment that needs to be refurbished to OEM standards, including any repairs or replacements to the bridge components, the sludge scrapers, the motor and gearbox, wheels, V-notch weir and desludging mechanism.

The mechanical Contractor shall perform the required servicing or refurbishment of the mechanical equipment at this section of the works according to OEM recommendations, then perform trial testing to check functionality and ensure proper operation of the installed equipment and readiness for commissioning is achieved for each piece of equipment or sub-installation. In addition, ***a 12 month guarantee of mechanical equipment serviced that would have been given by the original equipment supplier shall be re-instated, starting from the date of commissioning.***

The Contractor shall seek to restore the original equipment performance requirements, which if not obtainable or known, the Contractor shall refurbish the equipment and set it to operate at such a speed or rate as to achieve the best results for the process given the plant design capacity.

The list of equipment to be serviced at the Secondary Clarifiers shall include the following:

- The clarifier floor scrapers are fully installed, the Contractor needs to inspect the condition of the rubbers and replace these if necessary.
- Centre bearing which may need servicing and lubrication, or possibly replacement. Lubrication pipes to be checked or installed also where needed.

- The slip rings on the settling tanks to be inspected and serviced or replaced as necessary.
- Replace all the scum scraper rubbers (damaged by the sun)
- refurbish the de-sludging system setup and ensure it operates properly.
- Check that settled sludge in the RAS line to the RAS sump is not blocked, and if, purging of all the blockages to be carried out to ensure free flow of RAS sludge during normal plant operation.
- Assess and refurbish the Settling Tank scum de-sludge valve and mechanism and check the sludge line to clear any blockages
- Attend to and carry out any other repairs or minor refurbishment, including paint or corrosion protection repairs.

PS3.CHL CHLORINE DOSING SYSTEM

Currently there is no chlorine dosing taking place, with only a few pipes left of what used to be the chlorine dosing equipment setup in the Chlorine dosing room. The Chlorine supply and dosing system needs to be red-designed, supplied and installed anew, in the existing Chlorine building using nothing else from the previous Chlorine system setup. A package Chlorination system based on Chlorine chips (Calcium Hypochlorite chips) or granules shall be suitably designed which complies to SANS 10298, supplied, installed, tested and commissioned in place of the previously installed system utilizing chlorine gas. The previous system setup, Chlorine gas was difficult to source by the Client, and also brings with it safety challenges to the handling and operation of the plant by Client operators. The new system shall include all the chlorine make-up tanks, mixing and water supply pumps, pipework and all electrical controls and all other ancillaries for the package chlorination system setup.

The scope of work for the Mechanical Contractor is the design or selection of the package Chlorination system utilizing HTH for the Chlorination of the final effluent in the Chlorine Contact Tank, the supply, installation, testing and commissioning of the Package Chlorination Plant, including all needed ancillary water supply for the system, all required interconnecting and dosing pipework, valve and ancillaries, and all electrical control panels for the package plant, such that only main electrical power supply is required (plug and play Package plant). The Mechanical Contractor shall also supply and place in the Chlorine building (or any other storage space suggested and provided by the Client), the first batch of chemicals (Calcium Hypochlorite) for at least the initial 3 months of plant operation beyond the Commissioning of the Plant.

In addition, the Contractor shall give a 12 month guarantee on the proper and efficient operation of the Chlorination Plant after the commissioning of the Works.

PS3.DR1 Design Requirements for the Replacement Fine Screens & Ancillaries

Where a mechanical fine screen is considered as a replacement for the existing Mechanical Coarse screen to be refurbished, it shall consist of the items described below that enable the efficient operation of a Mechanical Fine Screen installation.

1. PS3.DR1.1 Mechanically Front-Raked Screen

Description

One (1) front-raked screens is required in the channels of the existing Inlet Works. The clear opening between the rack bars shall not exceed 6 mm. The screen shall be capable of handling a peak wet weather flow of 146Ml/d. This screen shall be supplied complete with all the components as described below. The screens, frame, chutes, rakes and panels shall be fabricated from stainless steel grade 304.

General Requirements of the Screens

The following are typical design specifications for standard mechanical fine screen that can be used to benchmark the design of the mechanical fine screen when this option is considered.

Screening equipment shall conform to the Standard design for Mechanically Raked screens and shall be manufactured by a reputable and established supplier with a proven track record of local screen installations exceeding 15 years. The design must be adequate for conditions prevailing in treatment works and only new material and components may be used in the manufacture of the screens.

The screens shall be equipped with a mechanism that allows the screen rakes to be aligned and locked into position.

Configuration

The screens shall operate independently and must be installed in the channels with dimensions 600 mm wide x 1100mm deep as indicated in tender drawings.

The Frame

The frame shall be formed entirely from a plate of a minimum thickness of 4.5 mm and shall be recessed to accommodate the scraping mechanism, chain guides and idler sprockets in order to maximize the width of the screen field in the area of flow.

The frame shall be accurately set into position into the necessary recesses in the channel walls and invert and shall be grouted securely into place. Fixing bolts shall not be used. The screen shall be set at 75 degree incline to the horizontal. The frame shall be fully welded to the sole plate, the screen plane and the rear screenings retention plate. It shall also be fully welded to the head plate, the discharge chute and the closure plate between the underside of the discharge chute and the top channel. At the upstream face of the unit, box section cross members shall be securely welded to the side members of the frame at regular intervals between a point above the maximum top water level and the head of the screen. These cross members shall form the supports for removable transparent cover panels

Screen Bars

Shall be made from 50 mm (deep) x 10 mm (wide) bars. The bars shall be accurately set and secured to give the clearance between the bars of approximately 6mm. The bars shall be approximately 50 mm deep and 10 mm thick, of a tapered profile with the thickness of the bars at the downstream edge of approximately 6 mm. The bars shall extend from the sole plate to a point of a minimum of 200 mm above maximum water level.

The bars shall extend from the sole plate, to which they shall be individually held in position by a removable fixing plate, and at the top of the screen field held in position by laser cut slotted retention plate for simple removal when damaged.

Sole Plate.

The sole plate shall be profiled to induce screening and debris in the lower level of the flow to be directed onto the lower portion of the screen bars and not to accumulate at the foot of the screen. The leading edge of the sole plate shall be level with the channel invert.

Racking Mechanism.

Raking bars and tines shall be formed from single continuous bars of sufficient depth to ensure complete stiffness across the full width of the bar. The rake shall have a minimum thickness of 8mm and shall have tines of the appropriate profile to suit the screen bar spacing and shall be laser or plasma-cut on the leading edge. The raking bar tines shall penetrate to within 3mm of the root of the screen bars and leaving a gap of 7mm between the leading edge of the screen bars and the root of the raking tines. All profiling to be Laser cut. The tine rakes shall be bolted with counter sunk bolts to the main rake frames. The rakes shall be able to handle and properly remove large and heavy objects without jamming.

The tynes shall make an angle of 5 degree to the normal to the screen bars while engaged with same, with the ends of the tynes trailing the remainder of the raking

A facility shall be incorporated within the drive mechanism mounting arrangement to enable the scraping mechanism drive chains to be correctly tensioned and the raking bars to be accurately positioned across the screen face. Such adjustments shall be possible without the dismantling of any part of the screen frame and without the necessity for any special tools.

Drive Unit.

The drive unit shall be suitably sized with a minimum service factor of 1.8 and a maximum output speed of 7-9 Rpm. The drive unit shall be a Helical Worm Geared hollow shaft type to accommodate the upper drive shaft. A torque arm shall be attached to the drive unit to accommodate vertical adjustment. The 380 V electric motor protection rating must be at least IP 55 or higher suitable for the environmental conditions.

Cleaning Mechanism.

The cleaning mechanism shall comprise a single bar which shall engage each raking bar as it rises above the upper edge of the screening retention plate.

The scraper bar shall be fabricated and mounted so that it efficiently cleans the full width of each raking bar. The bearing for the scraper bar shall be self-lubricating polypropylene.

Chains and Sprockets.

The chains connecting the rake frames to be to DIN 8165, Type FV112 with a breaking load according to DIN 112 000 N or equal. The top drive system will be driven through the specified gearbox and motor which in turn drive the two FV112 stainless steel sprockets, which are press fitted onto a stainless steel drive shaft, with the correct key way sizing. The bottom chain support will be through stationary UHDPE turnabout system.

Discharge Chute.

The discharge chute shall be set to guide all the screening removed by the screen as efficiently as possible into the screenings handling system without any screenings falling back into the channel. The chute shall form an integral part of the screen.

Control and Electricals.

Each screen shall be equipped with its own ultrasonic differential level controller to monitor any rising water level before the screen due to blockages. The screens will automatically engage to operate under normal mode of operation when a certain set differential level is detected. This normal mode of operation is associated with a time of operation or number of screening cycles. When a set higher differential level is detected, the screen shall be engaged under continuous operation mode until the differential level drops. In case the differential level continues to increase to a set higher level signalling a continued rise in water height, the screens shall continue on continuous operation mode while triggering an audible alarm to alert a nearby operator to check the system. In addition to the ultrasonic level controller, an adjustable timer controller shall be incorporated to activate the screen once every 15 to 30 minutes after the previous screening cycle. Details of the electrical requirements are detailed in the electrical specifications.

2. PS3.DR1.2 Spiral Conveyor for Screenings

One (1) continuous, reversible centre-less spiral conveyor shall be supplied and installed on the delivery side of the screens on foundations provided by the civil Contractor to facilitate the transfer of screened debris to a screening compactor (press). The conveyor is supplied complete with all the components as described below. This conveyor shall be equipped with all the safety mechanisms as dictated by the regulations.

General

Conveyor equipment shall be manufactured by a reputable and established supplier with a proven track record of local screw conveyor installations exceeding 15 years. The design must be adequate for conditions prevailing in treatment works and only new material and components may be used in the manufacture of the conveyors.

A single conveyor equipped with one intake hopper is required to transport the screenings from the discharge of the fine screen to the compactor detailed hereafter. The conveyor shall run below the delivery side of the screens and shall be reversible to allow raked debris to be deposited onto a platform on the opposite end in case of failure of the screening presses. The conveyor design shall be such that it ensures that all silt and fine material is removed and deposited onto the screenings press. The material from which the centre-less spiral conveyor is to be fabricated shall be stainless steel grade 304. The constituent elements of the centre-less spiral conveyor shall comprise those detailed below.

The Conveyor Trough.

The Conveyor trough must be manufactured in a "U" shape with a lip on either side to accommodate the

centre-less spiral with a bent trough. Support legs shall be fitted every 6 m maximum or to suit the application. These support legs will be manufactured in a “ H “ shape from channel steel and be welded to the side of the Conveyor trough and bolted to the floor.

The Conveyor trough will be flanged at either end to facilitate the mounting of the drive unit and discharge chute or other attachments

Stainless steel pipes.

Drainage water from the spiral conveyor shall be returned to the inlet channels through stainless steel pipes to be supplied by the Contractor.

Drive Unit.

The drive unit shall be suitably sized with an output speed selected to facilitate the load transported and with a minimum service factor of 1.8 on installed power. The drive unit shall be a flanged mounted Inline Helical Bevelled Geared hollow shaft type to accommodate the drive shaft. The drive unit shall be bolted to a drive end flange, machined with spigots and tapped holes for accurate alignment. The protection rating to be IP 55 or higher, 380 V or higher.

The electric motor, expect to be about 0.75kW in size, shall comply with standard specifications for electric motors. The gearbox also shall comply with the standard specifications for gearboxes.

Conveyor Trough Liners.

The Conveyor trough will be fitted with replaceable two colour 10mm thick liners

Replaceable Liners.

The replaceable liner (pre-bend to the correct trough diameter in 1 meter sections) will be manufactured from material with a low friction co-efficiency combined with high resistance to abrasion. The standard liner supplied will be a two-coloured liner (6 mm green & 4 mm red) ultra high molecular polyethylene (UHMPE), with the red as an indicator to wear. The liner must be restrained in position by hold down lugs, welded to the Conveyor trough. The liner will simply be clipped in or out from behind these lugs.

Centre-less Spiral.

The centre-less spiral consists of steel flat bar, cold formed into a strong, flexible spiral manufactured in high tensile Swedish steel. The centre-less spirals must be cold formed to extremely accurate diameter and spiral pitch. The centre-less spiral must be supplied with one inner spiral welded together in a jig to obtain the required overall spiral length. The outer spiral diameter 300mm by pitch 300mm flat bar material 70 mm x 25mm thick, the inner spiral material flat bar 45mm x 10mm.

The centre-less spiral is flanged at the drive end and bolted to the flanged drive shaft to facilitate ease of maintenance.

Safety Covers.

Safety covers with a material thickness of no less than 2mm must be provided to cover the whole length of the conveyor. These covers can be hinged or bolted down. The covers can be airtight sealed and equipped with flanges to accommodate air extraction or odour control systems. Any other safety equipment as detailed in the manufacture of conveyors must also be included for.

Discharge Chutes & Attachments.

A discharge chute must be fitted to the one end of the Conveyor trough.

Control Philosophy.

The Conveyor must be interlocked with the screen control to start with the screen and to still operate for 15 minutes after screen motor(s) are switched off. Details of the applicable electrical requirements will be detailed in the electrical specifications.

3. PS3.DR1.1 Screenings Compactor

One (1) screw-type screenings compactor (press) to dewater the screenings from the front raked screen shall be supplied and installed. This compactor system shall be complete with all the components as described below together with wash-water system and stainless steel pipework to discharge water back to the inlet to the screens. The electrical switch gear and controls shall be supplied by the electrical Contractor.

General. .

Compaction equipment shall be manufactured by a reputable and established supplier with a proven track record of local compactor installations exceeding 15 years. The design must be adequate for conditions prevailing in treatment works and only new material and components may be used in the manufacture of the compactors.

A single compactor washer is required to separate screenings waste from valuable organics so that the organics can be returned to the inflow in order to increase the organic loading present in the inflow and used later on in the plant biological process. The entire machine must be fabricated from stainless steel or approved equivalent material. The constituent elements of the centre-less spiral conveyor shall comprise those detailed herein.

Washing/Separation Chamber. .

The washing and separation chamber must be fitted on top of the screw and to be fitted with a flanged 65mm NB water inlet and flanged 100mm NB overflow outlet. Inside the hopper screenings and organics must be separated so that the organics are dissolved into the fluid to be drained leaving behind only the screenings waste for compaction. The drain connection at the bottom of the machine must be a flanged 100mm NB outlet and fitted with an electric normally closed solenoid valve that opens the discharge drain after the washing cycle has been completed. The hopper must be equipped with removable cover plates at the top and side.

Compactor Screw Press Body. .

The Compactor Screw Press body must be manufactured in a tube form to accommodate the Reduced Screw. The Compactor Screw Press body must be rolled form pre-pressed, drilled and cut with two specific zones as follow:

Inlet Zone

Screenings without spillage are discharged into the Inlet Zone where excess water containing organics are drained off. A Reduced Spiral Ribbon transports screenings to the compaction zone.

Compaction Zone

Transported by a reducing pitched screw ribbon into the Compaction Zone, screenings will be compacted and drained in this section. The Compaction Zone consists of a perforated cylindrical tube with a water supply for cooling and washing of the screenings. At the end of the Compaction Zone a reducer is mounted to create a backpressure on the screenings. The shaft of the screw ribbon is extended to the reducer and is tapered down. The backpressure ensures that the fluid and diluted faecal matter in the drained screenings are pressed out of the screenings.

Reducing Pitched Screw Ribbon. .

The Reducing Pitched Screw Ribbon must be manufactured from mild steel. The screw must extend the full length of the body and to consist of two specific sections to suit the various zones, Inlet zone and compaction zone.

The screw must be flanged at the drive end to facilitate the mounting of the drive unit.

Discharge Tube/Chutes .

Discharge tube must be fitted at the reducer end of the Compactor Screw Press body. The discharge tube has a lift of approximately 1200 mm from centre line of compactor to centre line of discharge spout.

Pipework. .

Stainless steel or hot-dip galvanised plumbing from a take-off point 3m away from the compactor to the compactor must be included, as well as return pipework to return water squeezed from the screenings back to the inlet to the screens.

PS3.GR2.0 General Requirements for the New Replacement Pumps:

- The new pumps for the various applications as stated above shall be manufactured by reputable and established suppliers with a proven track record of similar local

installations with full back up services and comprehensive technical information on the equipment. The design of the pumps shall be adequate for conditions prevailing in wastewater treatment works and only new material and components may be used in the manufacture.

- The Contractor must ensure that the pumps selected are capable of achieving the requirements for each application.
- The pumps must have the appropriate solids handling capacity as specified for each application, ranging from 5 to 110 mm diameter.
- Internals of those pumps in contact with the grit mixture or sewage must be adequately protected against wear or abrasion and details thereof must be provided with the tender for evaluation purposes.
- Each submersible pump must be supplied with stainless steel chain/cable and hooks to secure the position depth inside the installation chamber and flexible pipe work suitable for the handled medium, such as the sewage must be supplied and connected to the permanent steel or plastic rising main pipeline, where applicable.
- If the submersible pumps are not equipped with non-return features, check valves must be supplied with the pipe work (where necessary) and these should be suitable for the pumped medium such as the sewage environment for the WAS pump system.
- Selected pumps shall be from local suppliers with sufficient backup service and spares, and with a track record of reliability.
- The mechanical Contractor shall inform the electrical and civil Contractors regarding any electrical and civil requirements of the system at an early date to enable sufficient provisions to be made for any such requirements.

PS3.GR3.0 General Requirements for the Pump/s Testing:

If Pump Performance Testing is required, such as for the refurbished pumps to verify their ability to meet their required duty, the cost of carrying out the performance testing shall be deemed to be included in the tendered price for the refurbishment of the pumps, and the Mechanical Contractor is advised to take note of this. Contractors issued an instruction to perform any Specialist Equipment Testing shall be remunerated on a re-measurement basis, lump sum basis or on a proven costs basis with a percentage mark-up for administration, profit and overhead costs; **such mark-up shall be to a maximum of 12%;**

PS3.GR4.0 AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

PS4 Electrical Specification

All electrical controls, cabling and electrical installation form part of this contract. Performance tests may be conducted once the plant is operating and the Tenderer's rates for commissioning must include for conducting these tests. The Contractor shall be responsible for providing all test equipment. The test procedure shall be approved by the Engineer and should be compliance to applicable SANS quality checks.

The Contract involves the design, manufacture, supply, delivery, offloading, storage, installation, testing, pre-commissioning, commissioning, operation and maintenance for a period of twenty (24) continuous months,

handing over and rectification of defects during the Defects Liability Period of the electrical installation work for the refurbishment of the Theunissen SPS and Masilo WWTW in Theunissen, Free State province.

Electrical Works carried out by the Contractor shall include for liaison with local electricity supply authority, the supply and installation of LV cables, the supply of distribution kiosks and MCCs, earthing conductors, light fittings, light switches, and cable warning tape and markers as part of safety signage. The supply and installation of all site area lighting luminaries (external and internal), testing & commissioning, guarantees, operational manuals, as built drawings and issuing of certificates of Compliance is also required.

1. REVIEW EXISTING ELECTRICAL INSTALLATIONS

The existing electrical installation at the sites will be shown to Tenderers at the site inspection. In order to assist with the on-site management of the project and to ensure that the Employer's power supplies to the various components of the installation are not interrupted unnecessarily, the Contractor under this Contract, will be required to carry out a detailed inspection of the existing electrical facilities within three (3) weeks of the commencement of the contract and produce a LV Single Line Diagram that purports to show the configuration of the existing against the proposed electrical installations. An item has been provided in the Bill of Quantities for carrying out this work.

2. INTERNAL AND EXTERNAL AREA LIGHTING

The Contractor shall supply and install the area lighting poles/wall and ceiling mounted fixtures as well as the specified luminaires. The area lighting cable shall run in conjunction with the power cables wherever possible.

3. AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

4. CONTROL INSTRUMENTATION CABLING

Supply, installation, testing, and commissioning of LV electrical cabling for control instrumentation as per the Cable and Instrumentation diagrams and all control panels.

Contractors issued an instruction to perform any work orders shall be remunerated on a re-measurement basis, lump sum basis or on a proven costs basis with a percentage mark-up for administration, profit and overhead costs; **such mark-up shall be to a maximum of 10%**; An allowance in the BOQ has been made for this work task.

5. INLET WORKS EQUIPMENT

Blower Control Panel and Main Building Control Panel

The Contractor shall supply and install an MCC for the extension in the existing control room at the inlet works. Furthermore an existing ancillary MCC needs to be refurbished and includes all distribution boards complete with all MCBs, switchgear, accessories, sheet metal frames, sub-frames, busbars, terminals, wiring, conduit terminations, labelling, fixtures and fittings as specified, with all equipment fitted and equipped in factory all strictly as per schematic diagram for Masilo WWTW.

Mechanical Screening

The Contractor shall supply, install, test and commissioning electrical equipment as required for the mechanical fine screen for the inlet works.

Theunissen SPS Submersible Sump Pumps

A new Electrical Control Centre (ECC) complete with all MCBs, switchgear, accessories, sheet metal frames, sub-frames, busbars, terminals, wiring, conduit terminations, labelling, fixtures and fittings as specified, with all equipment fitted and equipped in factory all strictly as per schematic diagram for Theunissen SPS. The

Contractor must supply, install and test with start/stop buttons and relays.

The schedule of equipment to be installed for all MCC is as follows:

Type: Indoor floor standing with front access only

Colour: Electric orange

Fault level: 15kA

The Contractor shall provide a single line diagram according to the process requirements

The Contractor shall supply, install, test and commissioning electrical equipment as required for the submersible pumps for the return activated sludge sump pumps.

6. RAS SUBMERSIBLE PUMPS

The Contractor shall supply, install, test and commissioning electrical equipment as required for the submersible pumps for the return activated sludge sump pumps.

7. CHLORINE AND PUMP HOUSE STATION BUILDING ELECTRICAL EQUIPMENT

The Contractor shall supply a new Motor Control Centre (MCC) complete with all MCBs, switchgear, accessories, sheet metal frames, sub-frames, busbars, terminals, wiring, conduit terminations, labelling, fixtures and fittings as specified, with all equipment fitted and equipped in factory all strictly as per schematic diagram for the Chlorine Dosing and Masilo SPS Sump equipment.

The Contractor shall refurbish an existing Motor Control Centre (MCC) complete with all MCBs, switchgear, accessories, sheet metal frames, sub-frames, busbars, terminals, wiring, conduit terminations, labelling, fixtures and fittings as specified, with all equipment fitted and equipped in factory all strictly as per schematic diagram for the Pump Station Building

8. ALL BUILDINGS

The Contractor shall supply, install, test and commissioning low voltage cable feeds In sleeves, socket outlets, light switches, occupancy sensors, light fittings and energy efficient globes and any other necessary electrical equipment as required for the buildings to remain functional.

9. PROCESS CONTROL ELECTRICAL PANEL

The Contractor shall supply, refurbish, install, test and commissioning electrical equipment as required for the process electrical control panel to be fully functional at the Masilo WWTW and Theunissen SPS.

10. INCOMING SUPPLY CONNECTION AND TRANSFORMER AT THEUNISSEN SPS

The Contractor to supply and install a new transformer and all cabling and connections shall be made, between the transformer's terminals and the incoming and outgoing conductors, carefully following the instructions given on the nameplate or on the connection diagram. Arrangements shall be made to adequately support the incoming/outgoing connecting cables, so that there is no mechanical stress imposed on transformer bushings and connections.

PS5 Operation, Maintenance and Ad-hoc Emergencies Services Specification

The focus of the contract will be on addressing facility repairs (scheduled or emergency) and maintenance initiatives. The Engineer shall request quotations from the appointed Contractor (depending on service required) and a minimum of three quotations is required for each service order issued. This framework shall

address the following focus areas for both sites in Free State.

1. OPERATIONS

Experience of key personnel will be assessed at the time of tender. Staff reflected must be currently employed by the Tenderer at the time of tender. Should such key staff no longer be employed by the Contractor during the framework term, it is the Contractor's responsibility to immediately inform the Employer's Agent of such changes, who shall evaluate the replacement to ensure such is equivalent or better than originally tendered. Failure to provide required suitable staff will result in the Contractor

Note: During the contract stage, all key personal are to meet the requirements as stipulated in the prompts for judgement in the tender data, prior to the implementation of Operational Service Orders.

2. MAINTENANCE

The Engineer may, at discretion, for any emergency or specialist works, reserve the right to allocate any work orders to the Contractor, Sub-Contractor or Specialist Service Provider within the maintenance provision to undertake works, if it is deemed necessary, subject to the Contractors CIDB grading and tender value range limitations.

Contractors awarded an Emergency Works Package Order shall be remunerated on a re-measurement basis, lump sum basis or on a proven costs basis with a percentage mark-up for administration, profit and overhead costs; **such mark-up shall be to a maximum of 13%**; the method of payment will be determined by the Employer as and when the Maintenance Work Package Order is issued, based on the nature of the works. The percentage mark-up shall cover all costs above Site Agent (Construction Manager) level, and shall include, buying department staff, administrative support, directors salaries and other non-direct / incidental costs.

3. LABORATORY SERVICES

Site construction or effluent samples may be requested for testing by an accredited laboratory . Approval must be obtained by the Engineer prior to taking any samples and sending for testing. The Contractor will be required to obtain at least two quotes from accredited laboratories for approval by the Engineer. Remuneration will allow **for 7.5% maximum mark-up** by the Contractor for administration, profit and overhead costs the method of payment will be determined by the Employer as and when the Maintenance Work Package Order is issued, based on the nature of the works.

4. EMERGENCY WORK OR WORK COMPLEXITIES

All Contractors appointed to the Contract will be expected to respond to the Employers request to attend to any emergency works at short or immediate notice (less than 8hours) for both sites.

An item has been included in the Bill of Quantities to comply with the above actions.

5. AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

PS6 Staff Training Specification

A maximum two (2) day Online Training course to be provided by the Contractor for three (3) process controllers and two (2) superintendents currently in the employ of Masilonyana LM Technical Services Department only. Each Process Controller/Superintendent must attend one workshop per year. A total of five (5) Operational Staff per year as described above must be equipped with additional continuous development and basic recapping knowledge in wastewater treatment optimization and management processes at an operational level.

Process Controllers/Plant Managers who are involved with the provision of wastewater treatment infrastructure must be quite proficient in their understanding of the processes being applied during treatment, but need some assistance when it comes to the calculations required to optimise the daily operations and

maintenance of such processes. Operational Staff Training in skilled professions must be amplified to improve on plant efficiency and this training provision provides a platform in hopes to achieve this goal.

Courses must be presented by Professional with ECSA/SACNASP registration and be SAQA accredited service providers from industry that focuses on management, operation and maintenance of treatment works and should cover the following content as a minimum outline for training and skills development:

- Overview of Wastewater Treatment – Recapping baseline knowledge
- Microbiology in Wastewater Treatment
- Biofilters – Loading Rates
- Activated Sludge – Operational Calculations including F:M –ratio, Solids Retention Time, Oxygen Requirements, COD:TKN –ratio and SVI
- Secondary Sedimentation – Upflow Rates & Solids Loading Rates
- Secondary Filtration and Disinfection processes
- Basic Report writing skills and presentation of technical information for records keeping
- Technical and general administrative report compilation/writing

On completion of the course, Municipal Operational attendees should be exposed further into and be able to:

- Perform calculations related to the Activated Sludge & Clarification Processes
- Interpret the results from those calculations
- Use the results from those calculations to perform troubleshooting on the Activated Sludge & Clarification Processes
- Have improved skills on administrative data capturing and technical records keeping.
- Effective technical report writing for plant administrative procedures

Competency and CPD certificates to be provided upon completion of training for all municipal employed attendees per workshop.

Travel, living subsistence, food expenses and accommodation is excluded from the responsibility of the Contractors for all attendees.

Contractors issued an instruction to perform any Training/Workshops shall be remunerated on a re-measurement basis, lump sum basis or on a proven costs basis with a percentage mark-up for administration, profit and overhead costs; **such mark-up shall be to a maximum of 8%;**

An item has been included in the Bill of Quantities to comply with the above actions.

PS7 Site Health and Safety Specification

1. LIMITATIONS OF LIABILITY

The Contractor shall enter into a Mandatory Agreement with the Client, as defined in Section 37(2) of the Occupational Health and Safety ACT.

The Contractor shall ensure that each Contractor appointed by the Contractor and each sub-Contractor appointed by a Contractor also into a Mandatory Agreement with the Contractor, as defined in Section 37(2) of the Occupational Health and Safety ACT. These agreements shall be included in the Contractor's H&S File on site and be valid for the duration of the Contractors' work on the construction site.

2. PURPOSE OF THE CONSTRUCTION H&S SPECIFICATION

This document defines the minimum management requirement that is to be implemented by the Contractor/Contractor for the management of Health and Safety on any Masilonyana Local Municipality project. The aim of this document is to present the health and safety aspects that need to be controlled and managed on the project.

This Health and Safety specification identifies and encompasses the working behaviours and safe work practices that are expected of all employees, Vendors and Contractors, Sub-Contractors and Visitors, engaged on construction site. Providing a guideline to comply with best Health & Safety practices and the Occupational Health and Safety Act 85/1993 as amended, including reference to applicable legislative requirement.

3. PROJECT HEALTH AND SAFETY COST

The Client must ensure that potential Contractor submitting tenders have made adequate provision for the cost of health and safety measures.

The Contractor shall allow in their cost provision for complying with the requirements of this Client Health and Safety Specification; resources for the following H&S controls shall be in place.

	H&S cost item	Description
1.	Full time safety officer	Full time attendance on site of a SACPCMP registered safety officer from the start of construction until the end of project handover
2.	First Aiders	First Aid training
3.	Competent inspectors	Statutory inspections of excavations, fire
	(trained, certified, competent)	extinguishers, lifting equipment, lifting machinery, construction vehicles and mobile plant, portable electrical equipment, etc.
4	Medical certificate of fitness	Medical examination of all employees and certification of fitness by an Occupational Medicine Practitioner Pre- employment and annual
5	PPE	Standards set for all employees Including community and environment
6	Dust mitigation	To reduce dust exposure to the employees and the public
7	Public protection and barricading	Barricading, shoring and notices
8	Employee facilities	Refer to the Facilities Regulations (drinking water, change facility, personal lockers, and wash facilities, eating facilities, ablution toilets)
9	Traffic management	Traffic controller's training and traffic signage
10	Signage	All construction safety signage required for the project
11	Other	

4. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT

The Contractor, each Contractor and each sub-Contractor shall submit proof of Good Standing with COIDA Commissioner or a Mutual Association licensed in terms of Section 30 of COIDA, prior to starting any work on site.

A copy of the Letter of Good Standing with COIDA Commissioner must be included in the H&S Plan of each Contractor working on the site and must remain updated for the duration of the construction work.

5. APPLICATION FOR CONSTRUCTION WORK PERMIT

The Contractor shall assist the Client in compiling the evidence required by the Department of Labour for the issuing of the Construction Work Permit.

The Contractor shall ensure that the H&S Plan presented for approvals includes:

- Evidence that the Contractor made adequate provision for the cost of H&S measures
- Evidence that the Contractor has the necessary competencies and resources to carry out the construction work safely.
- A copy of the Letter of appointment of the Construction Manager in terms of CR 8(1) + proof of his qualification, competence and registration where applicable.
- Proof of the registration of the Contractors Health & Safety officer with the SACPCMP.

The Contractor shall display the work permit number at the main site entrance. This display must be conspicuous to the satisfaction of the Department of Labor. The permit must be noticeable.

The construction works can only commence once the construction work permit is issued by the Department of Labor.

MANAGEMENT AND SUPERVISION OF CONSTRUCTION WORK

6. Construction Manager

The Contractor shall appoint a full time competent person as the construction manager with the duty of managing all construction on the site including the duty of ensuring occupational health and safety compliance.

The Construction Manager must demonstrate competency in relation to work being performed and the ability to manage construction work which may include making all statutory appointments in terms of health and safety.

7. Construction Health and Safety Officer

The Contractor shall appoint a full-time/part time competent Construction health and Safety Officer for the construction work. The Construction Safety Officer shall be full on the construction site for this project.

The Safety Officer shall be registered with the South African Council for the Projects and Construction Management Professions. Proof of competence and registration of the appointed Construction Safety Officer must be included in the H&S Plan.

8. Construction Supervisor

A Construction Manager must in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site. A Contractor must, upon having considered the size of the project, in writing appoint one or more competent employees for different sections thereof to assist the construction supervisor contemplated in sub regulation (7), and every such employee has, to the extent clearly defined by the Contractor in the letter of appointment, the same duties as the construction supervisor: Provided that the designation of any such employee does not relieve the construction supervisor of any personal accountability for failing in his or her supervisory duties in terms of this regulation.

9. CONTRACTOR'S HEALTH AND SAFETY PLAN

The Contractor shall submit a suitable, sufficiently documented and coherent specific health and safety plan based on the Client documented Health and Safety Specification. The health and safety plan shall include but not limited to the following

- Objectives
- Scope of work
- Management of construction and supervision
- Monitoring and review plan
- Sub-Contractor management
- Risk Assessment & Written Safe Working Procedures
- Incident Management & First Aid
- Emergency procedures/ plan
- Fire Prevention & Protection
- Public Health and Safety
- PPE Provision
- Health & Safety Signage
- Excavations
- Structures
- Site establishment
- Existing services
- Construction Vehicles and Mobile Plants
- Hand & Electrical Tool Management
- Construction Employees Facilities
- Health & Safety Policies
- Health and Safety Training & Competencies
- Housekeeping
- Hazardous Chemicals
- Inductions
- Medicals
- Site Security
- Stacking and Storage
- Internal and external Audit
- Inspection Registers
- Toolbox Talks
- Site Establishment
- Concrete Works
- Removal of Rubble and Large Trees
- Density Testing
- Asphalting

10. HAZARD IDENTIFICATION AND RISK ASSESSMENT

The Contractor shall before commencement of any construction and during such construction works have risk assessments performed by appointed competent person in writing which forms part of the health and safety plan to be applied.

The provisions of Regulation 9 of the Construction Regulations shall be followed in every detail.

11. HEALTH AND SAFETY FILE

The Client must discuss and negotiate with a Contractor the content of the Health and Safety Plan and thereafter finally approve the Health and Safety plan for implementation. The recommended Health and Safety file shall include the following:

- Client Health & Safety Specification
- Contractor Health & Safety Plan
- Letter of good standing
- Section 37.2 Mandatory Agreement
- Contractor appointment letter in terms of CR 5.1(k)
- Legal appointments and competencies (Site manager, Site supervisor, Safety officer, Risk assessor, Incident investigator, , Temporary work designer, Temporary work supervisor)
- Risk Assessments as per scope of work, first Aider, Health and Safety Rep etc)
- Written Safe Working Procedures as per risk assessment
- Incident/Accident Management Procedures
- Award letter from SCM
- Organogram as per appointments
- Copy of OHS Act and COIDA Act
- Environmental Management Procedures (Dumpsite, Water provision, Ablution, Waste management, Concrete works, Refuelling and spillage management, Hazardous chemicals storage and disposal, Environmental awareness training, No Go Areas, Protection of animals, Site demarcation ect.)
- Health and Safety Induction programme
- Emergency Procedures/ Plan
- Medical Fitness Certificate (Safety Officer, Site manager and Supervisor)
- Tool Box Talks Programme/ Plan
- SHE Policy

12. HEALTH AND SAFETY REPRESENTATIVES AND COMMITTEE

Health and Safety Representatives

- The Contractor shall ensure that Health and Safety Representatives are appointed in writing and exercise their functions as defined in OHSA.
- The Contractor shall elect and appoint a health and safety representative regardless of the number of employees on the site.
- The H&S representative shall at all times be on site and report to the Health and Safety Officer and Construction Manager.

Health and Safety Committee

- The Contractor shall ensure that the H&S committee meets on a monthly basis
- The Contractor's management and each Contractor shall be represented at the H&S committee meeting; Contractors with more than 20 employees shall have an H&S representative at each committee meeting and each Contractor shall have a management member attending each H&S committee meeting.

13. CLOSE- OUT CONSOLIDATED HEALTH AND SAFETY FILE

The Contractor shall compile a consolidated H&S file and hand over to Water and Sanitation –Prior Road . OHS Unit will conduct a project close out using the appropriate checklist before the completion of the project.

14. HEALTH AND SAFETY TRAINING

The Contractor shall ensure that employees are trained on health and safety measures this shall include but not limited to:

- Written Safe Working Procedures
- Risk Assessments
- Health and Safety Plan
- Emergency Management Plan
- Induction
- Toolbox Talks
- MSDS

15. INCIDENTS MANAGEMENT & FIRST AID

All incidents and accidents as per Section of the Act must be reported, recorded and investigated as per General Administration Regulation 8 & 9

Where a fatality or permanent disabling injury or incident occurs on the Construction site, the Client must ensure that the Contractor provides the Provincial Director with a report contemplated in Section 24 of the Act and the report includes the measures that the Contractor intends to implement to ensure a safe construction site. A provision has been allowed for in the BOQ for five (5) sets of temporary first aid boxes and 9kg extinguishers for duration of construction.

16. HEALTH AND SAFETY AUDITS

The Client must ensure that periodic health and safety audits are conducted at intervals mutually agreed upon between the Contractor and the Client at least every 30 days, the copy of the health and safety audit report must be provided to the Contractor within seven days after the audit.

17. FIRE PRECAUTIONS ON CONSTRUCTION SITE

The Contractor shall provide suitable fire extinguishers which shall be serviced regularly in accordance with the manufactures recommendations.

Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The

Contractor shall arrange for training of the relevant personnel, in the use of fire extinguishers.

The provisions of Regulation 29 of the Construction Regulations as well as Regulation 9 of Environmental Regulation for Workplaces shall be followed in every detail.

18. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING.

The Contractor shall ensure that every employee is issued with, and wears SANS-approved P.P.E. as per the conducted risk assessment.

Failure to use protective equipment as per the risk assessment shall require disciplinary intervention and this process shall be documented in the induction.

No employer shall in respect of anything which he is in terms of this Act required to provide or to do in the interest of health or safety of an employee make any deductions from any employee's remuneration or require or permit any employee to make any payment to him or to any other person.

The provisions of Regulation 2 of the General Safety Regulations shall be followed in every detail.

19. OCCUPATIONAL HEALTH AND SAFETY SIGNAGE

The Contractor shall erect and maintain quality safety signage. The signage shall include but is not limited to:

- The construction work permit number displayed at the entrance
- Access restrictions
- A sign indicating that all visitors must report to the site office and must be accompanied by the Contractor when accessing the site
- The name and telephone number of the responsible person(s)
- Emergency telephone number(s)
- PPE to be worn at the particular site
- When falling objects may occur, relevant barricading and warning signs must be erected
- Excavations, heights structures, temporary structures and all risk areas must be indicated as per the specific methods defined in the H&S Plan.

20. DUTIES OF CONTRACTORS AND SUB-CONTRACTORS

Contractors and sub-Contractors must be given a copy of the H&S specification and any additional specification issued by the Client and shall comply with these specifications integrally. All employers working on the site shall conform to the standard in the CHSS. All the duties of the Contractor in this CHSS equally apply, in full, to Contractors of such Contractor and to sub-Contractors of such Contractors.

The Contractor shall ensure that the comprehensive and updated list of all the Contractors and sub-Contractors on site includes:

- A reference to the agreements between the parties, including all Contractors Section 37(2) agreements with the Contractor
- The type of work being done
- The date of the approval of the H&S Plan
- The date of expiry of the COIDA certificate of good standing
- The date of the last monthly audit

The provisions of Regulation 7 of the Construction Regulations shall be followed in every detail.

21. EXCAVATION

The Contractor must ensure that all excavation work is carried out under the supervision of a competent person who has been appointed in writing for that purpose.

The Contractor shall take cognizance of the geotechnical study pertaining to the conditions of the construction site and must plan all excavation work in accordance with the recommendations of the professional engineer.

The Contractor must ensure that every excavation, including all bracing and shoring, is inspected daily, prior to the commencement of each shift and that no person enters the excavation or works in a risk zone until the excavation is assessed and declared safe.

All excavations must be left open for the minimum of time required and those that are left open on the site must be protected by a barrier or a fence of at least one meter in height as close to the excavation as is practicable. The protective barrier or fence must adequately prevent persons from falling into the excavation and barrier taping is not sufficient for this purpose

Excavation shoring and bracing, if required shall be designed by a designer appointed in writing who shall inspect and approve the installed shoring and bracing

Where persons work, inspect or test excavations, warning signs must be in place next to an excavation

The provisions of Regulation 13 of the Construction Regulations shall be followed in every detail.

22. PUBLIC HEALTH AND SAFETY

The site shall at all times be secured to prevent the unauthorized access of persons to construction risk areas.

Appropriate health and safety signage shall be posted and access control to site must be exercised via a single access point.

All members entering the site must indicate in what capacity they are visiting the site.

The access point must be designed and constructed to allow for temporary parking, entry of construction vehicles, entry of personnel transport vehicles and entry of individual workers and other persons.

The Contractor shall ensure that each person visiting the site shall be inducted to the site and such abridged induction shall outline the hazards from on-site activities and the precautions to be observed to avoid or minimize those risks

Visitors must only enter when accompanied by a responsible person designated by the Contractor.

23. OVERTIME WORK

No night or weekend work shall be performed unless authorized by the Engineers. Where week end work is

planned the Contractor shall ensure that its construction supervisor is on site, this applies even if only Contractors or sub-Contractors are working on the site

Where week end work is planned each Contractor or sub-Contractor shall ensure that its construction supervisor is on site, this applies even if the Contractor's manager or supervisor is on the site.

24. CONSTRUCTION EMPLOYEES FACILITIES

The Contractor shall provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities:

- Shower facilities after consultation with the employees or employees representatives, or at least one shower facility for every 15 persons;
- at least one sanitary facility for each sex and for every 30 workers;
- changing facilities for each sex; and
- sheltered eating areas.

The provisions of Regulation 2, 3, 4, 6, 7, 9 of the Facilities Regulations shall be followed in every detail.

25. STORAGE AND USE OF FLAMMABLE LIQUIDS

No flammable substances must be stored on site unless these are stored in a flammable store or cabinet approved by the Municipal Chief Fire Officer, no other materials shall be stored in the flammable store or cabinet. Where required the H&S Plan shall include a method statement detailing the safe use, storage, decanting and spill controls for all flammable liquids used and stored on site.

The provisions of Regulation 25 of the Construction Regulations shall be followed in every detail.

26. HOUSEKEEPING AND GENERAL SAFE GUARDING ON CONSTRUCTION SITE

The Contractor shall appoint a person responsible for general housekeeping and stacking and storage of materials and equipment on the entire site.

The provisions of Regulation 27 of the Construction Regulations shall be followed in every detail.

27. CONSTRUCTION MEDICALS

A Contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner.

28. STACKING AND STORAGE ON CONSTRUCTION SITE

A Contractor must, in addition to compliance with the provisions for the stacking of articles in the General Safety Regulations, 2003, ensure that a competent person is appointed in writing with the duty of supervising all stacking and storage on a construction site; Adequate storage areas are provided; There are demarcated storage areas; and storage areas are kept neat and under control.

29. INDUCTION AND TOOLBOX PROGRAMME

No Contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry. A Contractor must ensure that all visitors to a construction site undergo health and safety induction training pertaining to the hazards prevalent on the site and must ensure that such visitors have the necessary personal protective equipment.

A Contractor must at all times keep on his or her construction site records of the health and safety induction training contemplated in sub-regulation (6) and such records must be made available on request to an inspector, the client, the client's agent or the Contractor. The Contractor must ensure that the toolbox talks are conducted on weekly basis and the training records kept on the safety file.

30. WASTEWATER FACILITIES

Dangerous Gases

A significant potential danger is the presence of gases such Hydrogen Sulphide (toxic at low concentrations with a characteristic rotten egg smell) and Methane (explosive in the range approximately 5% to 15% methane in the air), which arise from the decomposition of sewage or sewage sludge. As a result, contracting staff are not to enter any confined space without seeking the permission of the Works Area Manager or WWTW Superintendent, or Contract Manager. The requirements of General Safety Regulation 5 of the OHS Act and Safety Procedure 2.2 apply to such spaces. Prior arrangements are to be established for the testing and issue of a valid gas clearance certificate. It is a condition of contract that the successful tenderer purchases a minimum of two, at its own expense, and maintains O₂, CH₄, CO₂ and H₂S gas monitors to a certifiable standard, for use over the duration of the contract. It is mandatory that no wastewater pump station drywell is entered before a measurement of the gas (stipulated in the previous paragraph) levels has been performed, and entry deemed safe. Furthermore, the gas tester will accompany the Contractors team into the sump and be functional throughout the execution of the assignment. The Contractors team will immediately evacuate the sump upon actuation of the dangerous gas level alarm.

Smoking

Contractors must not smoke, use naked flames or cause any other form of spark emission where there are no smoking signs.

Chlorine

Chlorine is used to treat the final effluent. This gas is heavier than air and toxic. Work within the chlorine installations must only be undertaken after the permission of the Works Area Manager or WWTW Superintendent, or Contract Manager has been obtained. Workers operating in the vicinity of chlorine installations must be aware of the dangers of inhaling chlorine and, if necessary, evacuate their work site and move to high point before giving the alarm or on receipt of an alarm message.

Electricity

High Voltage supply and distribution of electricity are provided on site. Care must be exercised to avoid damaging cables when excavating or contact with exposed conductors with tools or ladders made from steel or aluminium.

Drywells and Sumps

Although every precautionary effort is to be made to prevent persons accidentally falling in, all persons must exercise care when working in the vicinity of such tanks. There is a general need to prevent persons who suffer from epileptic fits or fainting spells for whatever reason from working on the site without direct supervision

Sewerage Channels

Many of the tanks and channels are deep (up to 12m) and full of sewage. There is a danger of drowning if a person accidentally falls in and cannot swim. Handrails have been provided except where they would interfere with operation of the machinery associated with the tank. In the aeration tanks, the aeration system reduces the buoyancy of the liquid and persons falling in being at a particular risk from this as well as injury from contact with moving machinery.

Microbial Exposure

Personal hygiene is essential as the sewage received contains a range of pathogenic organisms. All open wounds must be adequately protected by a waterproof dressing. Where contact is unavoidable gloves must be worn. Scratches, abrasions and other injuries sustained in contact with sewage must receive immediate medical treatment.

PPE

Masilonyana Local Municipality and/or the Engineers will NOT provide any personal protective equipment or safety equipment to the Contractor, subContractor or its staff. The Contractor is responsible for this as well as ensuring that its staff are instructed in its use and make appropriate use of it.

Potable Drinking Water

Purified effluent is available on some sites and Contractors must exercise caution if they want to drink. Staff on the works can give guidance as to which taps deliver potable (drinking) water.

Moving Machinery

Certain mechanical equipment activates automatically. Likewise, certain equipment such as sedimentation tank travelling bridges creep at a slow rate. Contractors must avoid placing objects where they could be struck by either of the above types of machinery

Earth Leakage

All portable electrical equipment shall be operated on independent and portable earth leakage units.

Confined Space

means an enclosed, restricted or limited space in which, because of its construction, location or contents, or any work carried out therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, pump, sump, or similar construction, equipment, machinery or object in which a dangerous liquid or a dangerous concentration of gas, dust or fumes may be present.

An item has been included in the Bill of Quantities to comply with the above actions.

Occupational Health and Safety Checklist

Name and address of Project

Item and Legal Reference	Y/N	Comment
<p>CR 6(1) (a)</p> <p>Has the designer familiarized himself with the Construction Regulations 2014 (particularly Regulation 6) and the Safety Standards incorporated into these Regulations?</p>		
<p>CR 6(1) (b)</p> <p>During the design stage, was the Client's Health and Safety Specifications given due consideration?</p>		
<p>The structural design aspects that could have an effect on the pricing of construction work?</p>		
<p>The geotechnical-science aspects?</p>		
<p>The weight which the structure is designed to safely withstand?</p>		
<p>CR 6(1)(d)</p> <p>Has the designer communicated all known and anticipated hazards and risks associated with the construction of the designed structure?</p> <p>Furthermore, has the safe method statement been developed to ensure that construction work is safely executed?</p>		
<p>CR 6 (1) (e)</p> <p>As far as is reasonably practicable, are the dangerous processes and materials been eliminated or replaced in the design?</p>		

CR 6(1) (f) Has due consideration been taken during the design stage, for the safe maintenance of the structure after its completion?		
CR 6 (g-i) Is the designer aware of his/her responsibility to carry out periodic site inspections to ensure that the structure is constructed correctly in accordance with the design?		
CR 6(1) (j) Have all ergonomic hazards been considered for the lifecycle of the structure (i.e. during construction and after completion)?		

(Please ensure that the checklist is completed in full particularly the comments

column) Name of Designer

Designer's Title (e.g. Engineer, Architect)

Signature

Date

PS8 Environmental Management Specification

PS8.1 RESPONSIBILITIES FOR ENVIRONMENTAL MANAGEMENT

The Contractor will be responsible for environmental control on site during construction and the maintenance period. The construction activities will be monitored by an independent environmental specialist and audited against the EMP.

PS8.2 TRAINING AND INDUCTION OF EMPLOYEES

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub- Contractors, casual labour, etc.)

PS8.3 COMPLAINTS REGISTER AND ENVIROMENTAL INCIDENT BOOK

Any complaints received by the project team from the community will be recorded. The complaint will be brought to the attention of the site manager.

All complaints received will be investigated and a response given to the complainant within 28 days.

All environmental incidents occurring on the site will also be recorded.

PS8.4 ENVIROMENTAL SAFETY

The management of impacts associated with various categories of concern is discussed as separate topics, indicated below.

PS8.4.1 Soil

- (a) Topsoil should be temporarily stockpiled, separately from (clay) subsoil and rocky material, when areas are cleared. If mixed with clay sub-soil the usefulness of the topsoil for rehabilitation of the site will be lost.
- (b) Stockpiled topsoil should not be compacted and should be replaced as the final soil layer. No vehicles are allowed access onto the stockpiles after they have been placed.
- (c) Stockpiled soil should be protected by erosion-control berms if exposed for a period of greater than 14 days during the wet season. The need for such measures will be indicated in the site-specific report.
- (d) Topsoil stripped from different sites must be stockpiled separately and clearly identified as such. Topsoil obtained from sites with different soil types must not be mixed.
- (e) Topsoil stockpiles must not be contaminated with oil, diesel, petrol, waste or any other foreign matter, which may inhibit the later growth of vegetation and micro-organisms in the soil.
- (f) Soil must not be stockpiled on drainage lines or near watercourses without prior consent from the Project Manager.
- (g) Soil should be exposed for the minimum time possible once cleared of invasive vegetation, that is the timing of clearing and grubbing should be co-ordinated as much as possible to avoid prolonged exposure of soils to wind and water erosion. Stockpiled topsoil must be either vegetated with indigenous grasses or covered with a suitable fabric to prevent erosion and invasion by weeds.

- (h) Limited vehicular access is allowed across rocky outcrops and ridges.
- (i) All cut and fill surfaces need to be stabilized with appropriate material or measures when major civil works are complete.
- (j) Erosion and donga crossings must be dealt with as river crossings. Appropriate soil erosion and control procedures must be applied to all embankments that are disturbed and destabilized.
- (k) All equipment must be inspected regularly for oil or fuel leaks before it is operated. Leakages must be repaired on mobile equipment or containment trays placed underneath immobile equipment until such leakage has been repaired.
- (l) Soil contaminated with oil must be appropriately treated and disposed of at a permitted landfill site or the soil can be regenerated using bio-remediation methods.
- (m) Runoff must be reduced by channelling water into existing surface drainage system.

PS8.4.2 Water

- (a) Adequate sedimentation control measures must be instituted at any river crossings when excavations or disturbance of a riverbanks or riverbeds takes place.
- (b) Adequate sedimentation control measures must be implemented where excavations or disturbance of drainage lines of a wetland may take place.
- (c) All fuel, chemical, oil, etc spills must be confined to areas where the drainage of water can be controlled. Use appropriate structures and methods to confine spillages such as the construction of berms and pans, or through the application of surface treatments that neutralise the toxic effects prior to the entry into a water course.
- (d) Oil absorbent fibres must be used to contain oil spilt in water.
- (e) During construction through a wetland, the majority of the flow of the wetland should be allowed to pass downstream.
- (f) Vehicular traffic across wetland areas must be avoided.
- (g) No dumping of foreign material in streams, rivers and/or wetland areas is allowed.
- (h) The wetland area and/or river must not be drained, filled or altered in any way including alteration of a bed and/or, banks, without prior consent from the DWAF. The necessary licenses must be obtained in terms of Section 21 and 22 of the National Water Act, 36 of 1998 from DWAF.
- (i) No fires or open flames are allowed in the vicinity of the wetland, especially during the dry season.
- (j) No swimming, washing (including vehicles and equipment), fishing or related activity is permitted in a wetland or river without written permission from the Project Manager.
- (k) Disturbances to nesting, breeding and roaming sites of animals in or adjacent to wetland areas must be minimized.

PS8.4.3 Air

- (a) Speed limits must be implemented in all areas, including public roads and

private property to limit the levels of dust pollution.

- (b) Dust must be suppressed on access roads and construction sites during dry periods by the regular application of water or a biodegradable soil stabilisation agent. Water used for this purpose must be used in quantities that must not result in the generation of run-off.
- (c) The site-specific investigation will quantify the impact of dust on nearby wetlands, rivers and dams in terms of sedimentation. Mitigation measures identified during the site specific study must be implemented.
- (d) The Contractor must notify the Principal of all schools within 50m of the site of proposed activities. The Principal must in turn ensure that children with allergies and respiratory ailments take the necessary precautionary measures during the construction period. The Contractor must ensure that construction activities do not disturb school activities
e.g. dust clouds may reduce visibility affecting sports activities.
- (e) Waste must be disposed of, as soon as possible at a municipal transfer station, skip or on a permitted landfill site. Waste must not be allowed to stand on site to decay, resulting in malodours.
- (f) Noise control measures must be implemented. All noise levels must be controlled at the source. All employees must be given the necessary ear protection gear. IAP's must be informed of the excessive noise factors.
- (g) The Contractor must inform all adjacent landowners of any after-hour construction activities and any other activity that could cause a nuisance e.g. the application of chemicals to the work surface. Normal working hours must be clearly indicated to adjacent land owners.
- (h) No loud music is allowed on site and in construction camps.
- (i) No fires are allowed if smoke from such fires will cause a nuisance to IAP's.

PS8.4.4 Social and Cultural

- (a) Access by non-construction people onto any construction sites must be restricted. The Contractors activities and movement of staff must be restricted to designated construction areas only.
- (b) The Contractors crew must be easily identifiable due to clothing, identification cards or other methods.
- (c) Rapid migration of job seekers could lead to squatting and social conflict with resident communities and increase in social pathologies if not properly addressed. The Contractor must ensure that signs indicating the availability of jobs are installed.
- (d) Criteria for selection and appointment (by the Contractor) of construction labour must be established to allow for preferential employment of local communities. The Local Authority must be actively involved in the process of appointing temporary labourers.
- (e) Sub-Contractors and their employees must comply with all the requirements of this document and supporting documents e.g. the Contract document that applies to the Contractor. Absence of specific reference to the sub-Contractor in any specification does not imply that the sub-Contractor is not bound by this document.
- (f) No member of the construction workforce is allowed to wander around private property, except within the immediate surroundings of the site.

- (g) The Contractor must provide suitable sanitation facilities for site staff. Sanitation provided during the construction phase should be managed so that it does not cause environmental health problems. The use of the surrounding veld for toilet purposes is not permitted under any circumstance.
- (h) The Contractor must arrange for all his employees and those of his sub-Contractors to be informed of the findings of the environmental report before the commencement of construction to ensure:
 - A basic understanding of the key environmental features of the work site and environments, and
 - Familiarity with the requirements of this document and the site-specific report.
- (i) Supervisory staff of the Contractor or his sub-Contractors must not direct any person to undertake any activities which would place such person in contravention of the specifications of this document, endanger his/her life or cause him/her to damage the environment.
- (j) The demand for construction materials and supplies will have an effect on the local economy. This impact can be optimised by sourcing and purchasing materials locally and regionally wherever possible, insofar as the material complies with the design specification.
- (k) The Contractor must maintain a detailed complaint register. This must be forwarded, together with solutions, to the authorities when requested.

PS8.4.5 Aesthetics

- (a) Scenic Quality

Damage to the natural environment must be minimized.

Trees and tall woody shrubs must be protected from damage to provide a natural visual shield. Excavated material must not be placed on such plants and movement across them must not be allowed, as far as practical.

The clearing of all sites must be kept to a minimum and surrounding vegetation must, as far as possible, be left intact as a natural shield.

No painting or marking of natural features must be allowed.

- (b) All above ground structures could be treated or painted to blend in with the natural environment.
- (c) Cut and fill areas, river and stream crossings and other soil stabilisation works must be constructed to blend in with the natural environment.
- (d) Natural outcrops, rocky ridges and other natural linear features, must not be bisected. Vegetation on such features must, as far as possible, not be cut unless absolutely necessary for construction.
- (e) Excavated material must be flattened (not compacted) or removed from site. No heaps of spoil material must be left on site once the Contractor has moved to a new construction site.
- (f) Any complaints from interest groups regarding the appearance of the construction site must be recorded and addressed promptly by the Contractor.

PS8.4.6 Archaeology and Cultural Sites

- (a) All finds of human remains must be reported to the nearest police station.
- (b) Human remains from the graves of victims of conflict, or any burial ground or part

thereof which contains such graves and any other graves that are deemed to be of cultural significance may not be destroyed, damaged, altered, exhumed or removed from their original positions without a permit from the South African Heritage and Resource Agency (SAHRA).

- (c) Work in areas where artefacts are found must cease immediately.
- (d) Under no circumstances must the Contractor, his/her employees, his/her sub-Contractors or his/her sub-Contractors' employees remove, destroy or interfere with archaeological artefacts. Any person who causes intentional damage to archaeological or historical sites and/or artefacts could be penalised or legally prosecuted in terms of the National Heritage Resources Act, 25 of 1999.
- (e) A fence at least 2 m outside the extremities of the site must be erected to protect archaeological sites.
- (f) All known and identified archaeological and historical sites must be left untouched.
- (g) Work in the area can only be resumed once the site has been completely investigated. The Project Manager will inform the Contractor when work can resume.

PS8.4.7 Flora

- (a) All suitable and rare flora and seeds must be rescued and removed from the site. They must be suitably stored, for future use in rehabilitation.
- (b) The felling and/or cutting of trees and clearing of bush must be minimised.
- (c) Bush must only be cleared to provide essential access for construction purposes.
- (d) The spread of alien vegetation must be minimized.
- (e) Any incident of unauthorised removal of plant material, as well as accidental damage to priority plants, must be documented by the Contractor.
- (f) Woody vegetative matter stripped during construction must either be spread randomly throughout the surrounding veld so as to provide biomass for other micro-organisms and habitats for small mammals and birds, or it may be stockpiled for later redistribution over the reinstated top soiled surface. No vegetative matter must be burnt or removed for firewood other than those removed during the grubbing and clearing phase. Such vegetation can be made available to the local inhabitants to be used as firewood.
- (g) No tree outside the footprint of the Works area must be damaged.

PS8.4.8 Fauna

- (a) No species of animal may be poached, snared, hunted, captured or wilfully damaged or destroyed.
- (b) Snakes and other reptiles that may be encountered on the construction site must not be killed unless the animal endangers the life of an employee.
- (c) Anthills and/or termite nests that occur must not be disturbed unless it is unavoidable for construction purposes.
- (d) Disturbances to nesting sites of birds must be minimized.
- (e) The Contractor must ensure that the work site is kept clean and free from rubbish, which could attract pests.

PS8.4.9 Infrastructure

- (a) The relevant authorities must be notified of any interruptions of services, especially the Local Municipality, National Road Agency, Spoornet, TELKOM and ESKOM. In addition, care must be taken to avoid damaging major and minor pipelines and other services.
- (b) The integrity of property fences must be maintained.
- (c) No telephone lines must be dropped during the construction operations, except where prior agreement by relevant parties is obtained. All crossings must be protected, raised or relocated as necessary.
- (d) All complaints and/or problems related to impacts on man-made facilities and activities must be promptly addressed by the Contractor and documented.
- (e) Storage Facilities
 - Proper storage facilities should be provided for the storage of oils, grease, fuels, chemicals and hazardous materials.
 - The Contractor must ensure that accidental spillage does not pollute soil and water resources.
 - Fuel stock reconciliation must be done on all underground tanks to ensure no loss of oil, which could pollute groundwater resources.
 - Cement must be stored and mixed on an impermeable substratum.
- (f) Traffic Control

All reasonable precautions must be taken during construction to avoid severely interrupting the traffic flow on existing roads, especially during peak periods.

Before any work can start the Local Traffic Department must be consulted about measures to be taken regarding pedestrian and vehicular traffic control.
- (g) Access Roads

The Contractor and the affected landowner must collaborate on the planning and construction of new access routes and the repair or upgrading of existing routes.

Access to the site must be controlled such that only vehicles and persons directly associated with the work gains access to the site.

Temporary access roads must not be opened until required and must be restored to its former state as soon as the road is no longer needed.
- (h) Batching Plants

Concrete must be mixed only in an area demarcated for this purpose. All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site. After all concrete mixing is complete, all waste concrete must be removed from the batching area and disposed of at an approved dumpsite. Stormwater must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area. Operators must wear suitable safety clothing.
- (i) Chemical toilet facilities should be managed and serviced by a qualified company. No disposal or leakage of sewerage should occur on or near the site.
- (j) Blasting

Blasting must not endanger public or private property.

Noise mufflers and/or soft explosives must be used to minimize the impact on animals.

All the provisions of the Explosives Act, 26 of 1956 and the Minerals Act, 50 of 1991 must be complied with.

The Contractor must take measures to limit fly-rock.

PS8.4.9 Safety

- (a) Measures must be taken to prevent any interference that could result in flashover of power lines due to breaching of clearances or the collapse of power lines due to collisions by vehicles and equipment.
- (b) Measures must be taken during thunderstorms to protect workers and equipment from lightning strikes.
- (c) All tall structures must be properly earthed and protected against lightning strikes.
- (d) The process of excavation and back filling must be carried out as a sequential process

following one another as quickly as possible. Excavations must only remain open for a minimum period of time and during this time they must be clearly demarcated. If excavations place the public at risk these sites must be fenced.

- (e) The residents directly affected by open trenches must be notified of the dangers. This will be done during the site-specific phase.

PS8.4.10 Waste

Solid Waste

- (a) Littering on site and the surrounding areas is prohibited.
- (b) Clearly marked litterbins must be provided on site. The Contractor must monitor the presence of litter on the work sites as well as the construction campsite.
- (c) All bins must be cleaned of litter regularly.
- (d) All waste removed from site must be disposed at a municipal/permitted waste disposal site.
- (e) Excess concrete, building rubble or other material must be disposed of in areas designated specifically for this purpose and not indiscriminately over the construction site.
- (f) The entire works area and all construction sites must be swept of all pieces of wire, metal, wood or other material foreign to the natural environment.
- (g) Contaminated soil must be treated and disposed of at a permitted waste disposal site, or be removed and the area rehabilitated immediately.
- (h) Waste must be recycled wherever possible.

Liquid Waste

- (a) The Contractor must maintain mobile toilets on site.
- (b) The Contractor must provide adequate and approved facilities for the storage and recycling of used oil and contaminated hydrocarbons. Such facilities must be designed and sited with the intention of preventing pollution of the surrounding area and environment.
- (c) All vehicles must be regularly serviced in designated area within the Contractors camp such that they do not drip oil.
- (d) All chemical spills must be contained and cleaned up by the supplier or professional pollution control personnel. Run-off from wash bays must be intercepted.

Hazardous Waste

- (a) No hazardous materials must be disposed of in the veld or anyplace other than a registered landfill for hazardous material. Hazardous waste must be stored in containers with tight lids that must be sealed and must be disposed at an appropriately permitted hazardous waste disposal site. Such containers must not be used for purposes other than those originally designed for.
- (b) The Contractor must maintain a hazardous material register.

PS8.5 Rehabilitation and Site clearance

- (a) When all major construction activities are completed, the site must be inspected to determine site-specific rehabilitation measures. This may be considered as unplanned work e.g. soil rehabilitation due to oil spills.
- (b) All temporary buildings and foundations, equipment, lumber, refuse, surplus materials, waste, construction rubble fencing and other materials foreign to the area must be removed.
- (c) If waste products cannot be recycled, they must be disposed of at a permitted landfill site.
- (d) All drainage deficiencies including abandoned pit latrines and waste pits must be corrected.
- (e) Cut and fill areas must be restored and re-shaped.
- (f) The area must be restored to its natural vegetation condition using indigenous trees, shrubs and grasses as directed by a grassland and/or rehabilitation expert.
- (g) Borrow pits must be re-shaped into even slopes and surfaces to blend with the natural terrain and topsoil must be replaced.
- (h) The grass mix, shrubs and trees used for rehabilitation must be compatible with the species identified in the site-specific investigation.
- (i) Areas compacted by vehicles during construction must be scarified to allow penetration of plant roots and the regrowth of natural vegetation.

An item has been included in the Bill of Quantities to comply with the above actions.

PS9 Fire Suppression Specification

PS9.1 OBJECTIVES

This particular specification details the requirements for the supply, installation and commissioning of wall mounted 9kg DCP (dry chemical portable) type extinguishers used as fire suppression equipment for Class A to C type fires potentially found on site. The Contractor shall include for all appurtenances and appliances not necessarily called for in this specification or shown on the Contract Drawings, but which are necessary for the successful completion and satisfactory functioning of the equipment.

PS9.2 SUPPRESSION SYSTEM EQUIPMENT

The Contractor shall re-install existing dry chemical powder 9kg fire extinguishers that are SANS 1567 Approved. These would need to be introduced on wall mounted type j-brackets and backing boards for internal positions and within lockable protective enclosures for external building positions. The Contractor or suitably qualified service provider shall erect, test and provide compliance signage of all indicated suppression equipment/services that are called for in this specification and shown on the Contract Drawings and listed in the Bills of Quantities.

Wall mounted single door cabinets would be required for external walls to protect fire equipment against weather elements and should be able to accommodate 9kg fire extinguishers. SABS 1941 approved polyester resin material with locking mechanism must be used for the door and enclosure side walls. Standard available products for the wall mounted cabinets must be reviewed and approved by the Engineer for installation. Wall mounted protective enclosure minimum box size should be 690mm high X 280mm deep X 347mm wide.

PS9.3 SIGNAGE EQUIPMENT

All fire suppression equipment shall be visible and marked with suitable warning signage. Warning signs should be minimum size 250mm wide X 250mm high and be SANS 1186 approved for correct symbols and illuminated safety approved. Sign board to be made of phosphorescent chevron material to ensure photoluminescence in dark areas.

PS9.4 AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

PS10 Pipework Specification

PS10.1 GENERAL REQUIREMENTS ON STEEL PIPEWORK

1. All steel pipework supplied under this Contract is as specified or designed to suit the application and installation location and shall be at least 10 bar rated, and shall be manufactured, corrosion protected, delivered, tested and commissioned in accordance with the General or client Specifications on Pipework and Corrosion Protection.
2. Stainless steel pipework shall be of the grade and specifications as stated in the applicable GA drawings for the equipment or installation.
3. Mild steel pipework of size DN 200 mm or larger shall conform to SANS 719, and shall be of 6mm wall thickness, and shall be corrosion protected to suit the sewage environment, such as Copon coating and in compliance to the Particular Specification PLQ : Corrosion Protection for Steel Pipes.
4. All connection flanges used shall conform to SANS 1123 Table 1000/1.
5. Threaded connections shall only be allowed on 25mm and smaller pipework, while larger pipework shall be connected by welding for pump suction pipework and pipework to be buried underground or by flanged connections for pump discharge pipework housed inside the pump house.
6. Pipework supplied under this Contract shall be complete with elbows, fittings, gaskets, couplings, fasteners and supports, which shall be as per the construction drawing approved by the Engineer.
7. Care must be taken of the distance of the non-return valve from the pump to prevent excessive wear and inefficiency of the valve.
8. Care must also be taken of the ratio of the diameter of the pipe reduction of the sump to the pump where applicable.
9. All pipes and valves, where required, shall be properly supported by means of suitable corrosion protected supports. Detail of the supports shall be submitted for approval prior to manufacture.
10. The pipe work shall include for all required puddle flanges where required
11. Where pipe work connects to equipment such as pumps, the pipework shall be aligned and properly secured into position before the piece of equipment is secured or grouted into position where applicable.
12. The Contractor shall fit threaded ½" process connections for pressure gauges on the pump (dry well pumps) suction and discharge horizontal pipework immediately upstream to the pump entrance and downstream to the pump discharge, before any of the valves. Each

pump shall be supplied with its own delivery pressure gauge rated from 0 kPa to 300 kPa or so, shall be of such a size as to enable the reading of pressure from about a 2m distance.

13. The pressure gauges shall each be connected onto the pipework by means of a ball valve, and this shall be installed under the mechanical scope of work
14. All pipework shall be corrosion protected as specified in drawings and as detailed in this specification.

PS10.2 GENERAL REQUIREMENT ON VALVES AND ANCILLARIES

1. All new valves supplied under this Contract shall be as specified or as per applicable GA drawings, or are to match the installed valves being replaced and shall be manufactured and corrosion protected to suit a sewage environment.
2. Only locally supplied valves from established brand manufacturers with local back up spares and service shall be used. The design and supply of new valves shall comply to applicable SANS standards, eg, SANS 664 for isolation Gate Valves.
3. Details of any new proposed valves shall be submitted for approval prior to placing orders.
4. Installation of the valves shall be as indicated in the approved construction drawings.
5. For the valves whose components (e.g. seals) are to be replaced during servicing or refurbishment, new OEM approved replacement components shall be used.

PS10.3 AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

PS11 Electro-Mechanical Refurbishment Specification

PS11.1 EQUIPMENT SERVICE OR REFURBISHMENT

The tendered price and payment made for electrical, mechanical, electronic, control instrumentation equipment to be serviced or refurbished shall cover full compensation for the following (among others):

1. Detailed inspection of the installed mechanical equipment to detect any damages, include paint/corrosion protection, checking for completeness of installations and any other anomalies
2. All labour and transport and mechanical equipment hire needed for the partial or complete removal of equipment from their installation positions when necessary, transporting to supplier workshops, and transporting back to site and re-installation of the refurbished equipment.
3. Identification of all components, including moving parts that need to be replaced according the Manufacturer's recommendations (due to extended periods of idleness and/or exposure to the elements). The list may include such things as new bearings, seals, sleeves, gaskets, plastic and rubber components, lubricants, among others.
4. Re-installation of all parts requiring mandatory replacement as per manufacturer's instructions

5. Other servicing or repairs to the of the equipment, including removing of blockages to pipework, supply of additional fasteners and other ancillaries to carry out minor repairs that can be done on site, and similar activities
6. Provision of certain additional items or spares needed to carry out commissioning tests, such as additional v-belts, pressure gauges, measuring instrument and other ancillaries.
7. Provision of all required lifting and/or handling of installed equipment for in-situ servicing of equipment or components where needed.
8. Provision of all required consumables and lubrication supplies, including any required special handling tools required by each equipment or components.
9. Re-assembly of equipment that could have been dismantled, making good all affected areas.
10. Re-installation of equipment in the plant, if previously removed, including re-connection to pipework and electric control and power supplies.
11. Any other actions and procedures or supplies necessary to successfully carry out the required scope of work and the testing and commissioning of installations.

PS11.2 EQUIPMENT PRE-ASSESSMENT (EQUIPMENT TO BE STRIPPED APART PRIOR TO REPAIRS)

Some equipment cannot be repaired or serviced before stripping them apart to check the condition of components inside the equipment. The stripping apart of the equipment may involve taking the equipment out of their installation locations for equipment that was envisaged to be refurbished in-situ, transporting the equipment to a supplier workshop, provision of all tools and labour to take the equipment apart, and thereafter assessing the condition of the equipment and compiling a report to inform the Client of what kind of repair is required of this particular equipment, and providing a rough budget estimate to carry out the repairs or refurbishment. This is necessary for the Client to be able to decide if the repairs or refurbishments are worth carrying out for certain targeted equipment where the cost of refurbishing may be very close to the cost of new equipment. The Tenderer shall take cognizance of this fact in submitting their tender where such a situation could be encountered. Their tendered lump sum shall be assumed to be inclusive of this extra task, where applicable.

The tendered price and payment made shall cover full compensation for all the labour and expenses associated with the above work leading to the submission of the generated report on required refurbishment.

PS11.3 AS BUILTS AND PRODUCT WARRANTIES

Section C3.2.4 to C3.2.6 would be applicable for this work activity on product content in the particular specification.

C3.9 DRAWINGS

a) LIST OF DRAWINGS PREPARED BY THE EMPLOYER

The following is the list of drawings prepared by the Employer and applicable to this Contract:

Entry No.	Drawing Ref	Description
1	0049-01-RevA	Site Layout Plan – Masilo WWTW
2	0049-MPS-SL-101-RevA & 0049-MPS-SL-102-RevA	Site Layout Plan – Theunissen Sewer Pump Station (SPS)

3	0049-MWTP-PRO-101-RevA	Process Flow Diagram Details – Masilo WWTW
4	0049-MPS-PRO-102-RevA	Process Flow Diagram Details– Theunissen SPS
5	0049-MWTP-PRO-100-RevA	Piping and Instrumentation Diagram Details - Masilo WWTW
6	0049-MPS-PRO-103-RevA	Piping and Instrumentation Diagram Details - Theunissen SPS
7	0049-MSPSSL02-4-RevA	Access Gate Detail – Masilo WWTW
8	0049-MSPS-SL-02-1-RevA	Concrete Palisade Fencing Details – new outer boundary fencing – Masilo WWTW and Theunissen SPS
9	0049-MSPS-SL-02-3-RevA	Typical Steel Fencing Details for existing fence repairs – Masil WWTW
10	0049-MSPS-PRO-104-RevA	Typical Details for Electromagnetic FlowMeter and chamber for sewage effluent transfer - 100mm ND at Theunissen SPS sump outlet
11	0049-MWTP-PRO-105-RevA	Typical Details for Below ground Mechanical FlowMeter and chamber for Potable Water Supply at Municipal Connection - 50mm ND Masilo WWTW
12	0049-EL-AL-300-RevA	Site Area Lighting Power Layout – Masilo WWTW
13	0049-EL-PL-100-RevA	Admin Building Power Layout – Masilo WWTW
14	0049-EL-PL-101-RevA	Inlet Works Power Layout – Masilo WWTW
15	0049-EL-PL-102-RevA	Aeration Units Power Layout – Masilo WWTW
16	0049-EL-PL-103-RevA	Clarifiers Tanks 1 & 2 Power Layout – Masilo WWTW
17	0049-EL-PL-104-RevA	Dosing Building Power Layout – Masilo WWTW

The above drawings are available and bound in the document.

Note: Although, elsewhere in the Contract Document, drawings are referred to by their generic numbers only, the alphabetic suffix (if any) to a drawing number as given in this List of Drawings denotes the revision of the drawing that is applicable to this document.

PART C4: SITE INFORMATION

1. SITE LOCATION AND ON-SITE CONDITIONS

1.1. Locality Planning

Project Work Scope for refurbishment activities covers two sites in close vicinity to each other within Theunissen Town of the Masilonyana LM jurisdiction, Free State in South Africa. The two sites included for refurbishment are viz. Masilo WasteWater Treatment Works (WWTW) and Theunissen Sewer Pump Station (SPS) at the below geo-referenced locations.

Site Name	Latitude	Longitude	Elev (m amsl)
Masilo WWTW	28°26'3.35"S	26°42'7.70"E	1365m
Theunissen SPS	28°24'4.30"S	26°43'17.20"E	1386m

Masilo WWTW is located about 8 km south of the Municipal Offices outside Theunissen Town on the way towards Brandfordt. The WWTW is accessible from the R30 by off-road route.



Figure 1: Locality of Masilo WWTW

Theunissen SPS is located about 1,5 km south of the Municipal Offices outside Theunissen Town on the way towards the N1 freeway. The Theunissen SPS is accessible from the R30 by off-road gravel route.



Figure 2: Locality of Theunissen SPS

1.2. Site Access Limitations

Road conditions on both sites are accessible by gravel roads of approximately 2km from the nearest tarred access road and is relatively flat terrain for off road travel.

1.3. Weather Conditions

The general weather conditions prevalent on both sites in Theunissen are as follows:

Parameter Description	Weather Condition Details*
Rainfall (mm)	Min: 0.2 mm Max: 20.7mm
Ambient Temperature (°C)	Min: 12 °C Max: 34 °C
Relative Humidity (%)	Min: 19% Max: 64%
Wind Speed (km/h)	Min: 7 km/hr Max: 21 km/hr
Pressure (mBar)	Min: 1009 mB Max: 1015 mB

* weather statistical details taken over yearly period of 2009 upto 2023 data

2. SPECIALIST INVESTIGATIONS/TESTS AND RESULTS

2.1. Subsoil conditions

No Geotechnical investigations have been undertaken for these brownfield sites as the nature of works required pertain to above ground refurbishment activities. If any geotechnical investigations are required, the contract provisions will be utilized as directed and approved by the Engineer.

2.2. Plant Condition Assessment

Process Engineering investigations was undertaken for plant condition evaluation on both sites and the process engineering audit report can be made available upon request.